

**ROA
TAB
375**

Perricone - Direct

20-17

1 A Yes, the financial projections that we would be provided
2 would always indicate the draw down periods and when they
3 expected to have outstandings under the Lucent credit facility
4 Initially, when we were provided the set of projections for the
5 original approval it was not anticipated that Lucent would draw
6 down under -- excuse me, Winstar would draw down under the
7 Lucent credit facility until sometime in the Fall Those
8 projections were subsequently amended and -- to show sometime
9 during the Summer

10 Q And when were those projections amended?

11 A I seem to recall them being amended either the day before
12 or 2 days before the closing date of the Credit Agreement
13 That would have been May 2nd or May 3rd --

14 Q And did --

15 A -- of 2000

16 Q Did you have any discussions with Winstar about that topic
17 when they gave you revised projections?

18 A Yes, it was quite honestly a little bit disturbing because
19 it came very late, as I mentioned, before the closing It was
20 not what we had expected It was extremely frustrating, even
21 to the point I remember being in a conference room with a co-
22 partner and we were, you know, finalizing the Credit Agreement
23 And it just seemed like, you know, one additional last thing
24 that Winstar was putting in front of us that was totally
25 different from that -- what -- that which was expected and that

Perricone - Direct

20-22

1 to our borrower, WVF

2 Q And did Lucent assist Winstar in curing those defects?

3 A Yes, we worked with Winstar and their counsel and gave the
4 permission and worked with the senior bank group -- the lending
5 group because they needed to approve that transfer, if you
6 will of assets or assignment of assets

7 Q Now, you testified a few minutes ago that the May 23rd
8 borrowing request was not funded but there was a subsequent
9 request in June that was If you could turn to Defendant's
10 Exhibit-309 in your book -- they're in numerical order You
11 got it?

12 (Defendant's Exhibit-309 previously marked for
13 identification)

14 A Yeah, sorry

15 Q And my question is is Defendant's Exhibit-309 the June
16 borrowing request to which you referred previously?

17 A Yes, it is

18 Q So, did Lucent in fact loan \$248 million to Winstar in June
19 of 2000 pursuant to this borrowing request?

20 A Yes, it did

21 Q Now do you recall the exact date on which Lucent loaned
22 that money?

23 A It was June 23rd

24 Q Okay, and that would be listed on the second page, it says,
25 'Effective date of borrowing,' is that --

Perricone - Direct

20-23

1 A Yes

2 Q -- what you were just referring to? And just so that it's
3 clear, when was June 23rd in relation to Lucent's fiscal
4 quarter?

5 A Lucent's fiscal quarter would have ended on June 30th and
6 so this would have been 7 days prior to the end of Lucent
7 quarter

8 Q Thank you Now, with respect to this \$248 million in
9 borrowing, did Lucent engage in any efforts to sell that loan
10 to anybody, any third party?

11 A Yes, we did

12 Q Could you tell -- explain to the Court in a little more
13 detail what efforts you went through?

14 A I was directly involved with that myself, and we had had a
15 meeting approximately 2 weeks or a week earlier to this date
16 with Mr Fred Rubin and had spent some time talking about the
17 fact that, you know, we had not anticipated this level of
18 borrowings to occur at this particular time based on their
19 original representations to us and the financial projections
20 So we had at that time asked Mr Rubin if Winstar would be
21 willing to work with us and allow us to go out and syndicate or
22 sell or assign these outstanding notes to third parties And
23 we talked about potential buyers for this paper, reviewed those
24 names with Mr Rubin and got his permission at that meeting to
25 move forward and to market the paper And so I engaged in

Perricone - Direct

20-24

1 direct dialog with two financial institutions in particular, at
2 that time DLJ and Bear Sterns, to determine their level of
3 interest in purchasing this paper from Lucent

4 Q And so tell me a little bit more about the conversations
5 you had with DLJ and Bear Sterns What came of them?

6 A Typically --

7 MR KING Objection --

8 A -- what would happen and in this --

9 THE COURT Hold it, hold it

10 MR KING Objection, Your Honor Can we have
11 limitation here in terms of what she discussed with them? I
12 don't want to hear from this witness what she was told by DLJ
13 and Bear Sterns

14 THE COURT Objection sustained

15 BY MR PASKIN

16 Q Yes, absolutely, Ms Perricone, please limit your answer to
17 your own personal conversations with DLJ and Bear Sterns

18 A I spoke directly myself with both organizations and my
19 conversations with them were updating them on the company's
20 operations, sharing with them the Credit Agreement and any
21 other documents that they would need to see and then soliciting
22 back from them directly their offers to purchase the paper, the
23 dollar amount, which they would be willing to purchase and the
24 price at which they would be willing to purchase

25 Q Okay, and did you receive offers from DLJ and Bear Sterns

Perricone - Direct

20-25

1 with respect to the dollar amount and the price that they were
2 willing to purchase?

3 A I received offers from both organizations Both
4 organizations were extremely excited and willing to purchase
5 this amount and more, quite honestly, of Lucent/Winstar paper
6 And they had offered me a price of 93 on the paper

7 Q And a price of 93, what does that mean?

8 A That means 93¢ on the dollar so for every dollar, Lucent
9 would be paid 93¢

10 Q And every dollar -- it would be every dollar of the 248
11 million loan?

12 A That's correct

13 Q Okay Now, was Lucent able to complete that proposed
14 transaction with DLJ and Bear Sterns?

15 A Unfortunately not

16 Q Why not?

17 A I had left for vacation on June the 23rd with all hopes
18 that with this offer we would be able to consummate it and
19 close it and sell the paper prior to June 30th When I
20 returned from vacation the following Monday I had understood
21 that there was a call placed by Winstar senior management to
22 Lucent senior management telling them that they could not sell
23 this paper that they did not have our permission -- their
24 permission --

25 THE COURT Hold on

Perricone - Direct

20-31

1 admissible, Your Honor

2 THE COURT I'll allow it, but this is redundant

3 testimony. We've heard this before

4 MR PASKIN Okay, and we're -- I'm moving -- I'll try
5 and move quickly, Your Honor We'll be through this fairly
6 soon

7 BY MR PASKIN

8 Q To your understanding Ms Perricone, did you or anybody
9 else at Lucent instruct Winstar concerning the time when
10 Winstar should complete its deal with Siemens?

11 A No

12 MR KING Objection, Your Honor, can we have the
13 witness' discussions with Winstar rather than what other people
14 at Lucent are saying to Winstar?

15 MR PASKIN Again, Your Honor, I'm asking --

16 THE COURT No, no, you're -- if she did -- if she had
17 the discussion or if she had directed somebody to have it, it's
18 one thing How would she know what other people were
19 instructed? Objection sustained re-phrase your question

20 BY MR PASKIN

21 Q Ms Perricone, did you have any discussions with Winstar
22 regarding the time when they were to conclude their agreement
23 with Siemens?

24 A No

25 Q And could you just explain in a little bit more detail, a

Perricone - Direct

20-32

1 few questions ago you said that we were not pleased with the
2 Winstar/Siemens transaction Could you explain from your
3 perspective why you were displeased?

4 A My concerns with the transaction were that there was a
5 competitor of Lucent now selling equipment to Winstar, that
6 there could have been a situation where Lucent actually ended
7 up financing that equipment or the competitor through draws
8 under the Lucent credit facility My further concern was that
9 it meant additional debt at a senior level above the Lucent
10 credit facility, so more debt on the company at a more senior
11 position

12 Q And could you turn in your book please to Defendant's
13 Exhibit-477 And the top email on the page appears to be an
14 email that you wrote on November 7th, 2000 If you focus on
15 the first bullet point of that email, could you explain to me
16 the issue that you're discussing?

17 (Defendant's Exhibit-477 previously marked for
18 identification)

19 A In the first bullet point of the top email I am discussing
20 a concept that's called Lucent Content It's a provision
21 within the Credit Agreement that speaks to the percentage of
22 financing that would need to be for Lucent gear, Lucent
23 equipment And I go on further to say that my concern here is
24 that technically Winstar could come to Lucent with a draw
25 request, and given we were financing a portion of non-Lucent

Perricone - Direct

20-33

1 equipment, that Lucent's cash, in effect, could go out to
2 purchase Siemens gear

3 Q Now, to your understanding, did Winstar ultimately conclude
4 a transaction with Siemens to obtain the financing?

5 A Yes

6 Q And do you know how much financing they obtained from
7 Siemens?

8 A Two hundred million

9 Q And do you know what Winstar did with that \$200 million
10 that it obtained from Siemens?

11 A Yes a portion of it came to repay Lucent outstanding
12 loans

13 Q Do you recall how much that portion was?

14 A I know it was in the \$190-some million range

15 Q If you turn to Defendant's Exhibit-521 in your book, and
16 I'll just ask you if you recognize this document, and to the
17 extent it refreshes your recollection, please elaborate for the
18 Court

19 (Defendant's Exhibit-521 previously marked for
20 identification)

21 A Yes, this is the letter dated December 7th that speaks to
22 the repayment to Lucent from the proceeds of the Siemens loan,
23 and basically the net proceeds to Lucent were 188 million and
24 that was split between two things One was the pre-payment of
25 194 million, which was the Siemens piece, and then there were

**ROA
TAB
376**

Schacht - Direct

21-8

1 Q All right And are you affiliated with any not-for-profit
2 organizations?

3 A Yes I'm the financial chairman for the Metropolitan
4 Museum of Art, and the chairman of a small school for autistic
5 kids called Gillen Brewer

6 Q All right Do you have a relationship with Warburg Pinkus?

7 A I'm the -- I'm now a partner and a managing director of
8 Warburg Pinkus, had been since I left Lucent, yes

9 Q All right Can you be more specific about the date in the
10 fall of 2000 when you returned to Lucent as chief executive?

11 A I believe it was October 23rd I believe that's the
12 correct date

13 Q All right, sir And what were the circumstances under
14 which you returned to Lucent as chief executive?

15 A The company had been going through a difficult period, as
16 the telecom expansion had appeared to slow, and there was a
17 debate at the Board of Directors as to the future course of the
18 company And the board decided that the then-chief executive,
19 Rich McGinn's position -- that this was a recovery of Lucent in
20 a market that was still growing -- was not correct We
21 believed at the time that this was a market in the -- ought to
22 be in precipitous decline And that what was needed was a
23 restructuring as opposed to a continued pursuit of aggressive
24 expansion And I was asked to resume the title of chairman and
25 chief executive and undertake a retrenchment as opposed to an

Schacht - Direct

21-9

1 expansion policy that had been followed up to then

2 Q All right, sir During your first term as chief executive
3 at Lucent Technologies, did you have anything directly to do
4 with Winstar?

5 A I did not

6 Q All right And -- I'm gonna ask you in a minute about what
7 happened after you returned But before I do that, I would
8 like to put up on the screen one page from the trial testimony
9 in this case, of Mr Peter -- Mr Paul Pocalyko who was a
10 witness called by the Trustee And this is from page 3-48 of
11 Mr Pocalyko's direct testimony I'd like to direct your
12 attention to the --

13 THE COURT Excuse me, can you read that, sir?

14 MR SAUNDERS I'm gonna blow it up, Your Honor --

15 A I have a screen here, sir --

16 THE COURT Oh

17 A -- thank you Which is very helpful

18 MR SAUNDERS Yeah Could you blow that up a little
19 bit?

20 BY MR SAUNDERS

21 Q I'm gonna direct your attention to the question that begins
22 at line 8, and all the way down to line 21 Question, Your
23 forensic examination of financial records focused largely on
24 transactions and events that ended around September 30, 2000,
25 is that correct? Answer, That's correct ' Question, 'What

Schacht - Direct

21-10

1 is the basis in the financial records for your conclusion that
2 as of December 7th 2000, Lucent and Winstar were not dealing
3 at arms length and that Lucent exhibited influence and control
4 over Winstar?' Answer, Nothing in the relationship changed
5 The prior non-arm's length transactions were not reversed
6 Lucent continued to charge interest on these transactions
7 Winstar was unable to return the inventory that it had
8 prepurchased the -- there was nothing changed The
9 relationship continued The financial transactions were still
10 in place and enforced Do you see that, sir?

11 A I do

12 Q What is your reaction to that testimony?

13 A Well, my reaction is that everything at Lucent had changed
14 And I'd be glad to describe the particular relationships, but
15 let me describe what had changed at Lucent I was asked to
16 come back to make a fundamental change in the way the company
17 was exercising its activities And basically, before I was
18 asked to come back, we were on a -- expansion mode, heavy
19 emphasis on selling and recovery, because the position that was
20 taken at the time was that this was a Lucent problem not a --
21 industry problem The board had concluded this was an industry
22 problem and we needed to move to a restructuring mode, and that
23 the skill set needed to be changed at the CEO level, and we
24 believed that we had to change what we were doing

25 And so when I got there, essentially, what I did was talk

Schacht - Direct

21-11

1 to a lot of the customers and virtually everyone in the senior
2 management one-on-one, with a series of meetings And the
3 phrase I used with everybody was "old model, new model ' And
4 the old model was essentially a -- aggressive pursuit of
5 business, of a full-scale press to grow a very heavy use of
6 vendor financing, a very aggressive use of bidding for
7 business offering discounts for future business if it were
8 bought earlier, and essentially, came to the conclusion that as
9 we were worried about, that the business was running way too
10 hot

11 And so what I was -- what I said to everyone after having
12 interviewed almost all the senior management and having spent a
13 lot of time in the early days -- we're talking about just a few
14 weeks here -- talking to customers, it was very clear to me
15 that we had to change the way we were doing business top to
16 bottom And so we essentially changed from a very aggressive
17 selling mode to a retrenchment mode And this meant very much
18 pulling back on how we did vendor financing, it meant very much
19 changed attitude towards bidding for future business, it meant
20 a changed attitude toward the way we ran the business

21 When I got back, we had a small cadre of staff folks and
22 then we had -- I think it was 11 small divisions, each of which
23 was trying to pursue different parts of the product strategy
24 We changed that completely I reorganized the company I took
25 Ben Verwaayen, who was really without portfolio, and put him in

Schacht - Direct

21-12

1 charge of all the marketing I took Bob Holder, who was an
2 operations guy, and I consolidated all the operations under
3 him And I took Deb Hopkins, who was a relatively new chief
4 financial officer, and put all of the administrative units
5 under them And then the strategy was under Bill O'Shea And
6 those were the four senior people, none of whom had any of
7 those portfolios before

8 So this -- the basis that nothing changed from September
9 to December is just plain not true Everything changed -- the
10 way we did business, who was in charge the way we organized,
11 the policies of the company, and I can't describe any more
12 graphically -- we had new people, new organization, new way of
13 doing business, a completely different philosophy -- we were on
14 a very rapid expansion, pushing very hard for sales We pulled
15 back quite substantially in all of the policies we were doing,
16 reset the company for what turned out to be correctly a
17 retrenchment mode as opposed to a heavy expansion mode

18 So, new organization, new people, and we had a brand new
19 treasurer who took a very, very detailed look at where we were
20 on the financial side That was not a pretty picture And so
21 I can't think of anything that didn't change, quite the
22 contrary to what's been said here

23 Q Now after you came back did you have an opportunity to
24 meet with anyone at Winstar?

25 A Yes, one of the things I did was not only talk to all of

Schacht - Direct

21-13

1 the folks that -- internally to see what was going on there
2 both collectively and individually, to impress upon them how
3 different our approach was gonna be But I also went out and
4 met with all the major customers I started with the Bell
5 operating companies, and then started to work through the
6 competitive local exchange carriers and one of the first calls
7 I made was to Winstar

8 Q And could you tell the Court about that call?

9 A Yes I did the same thing there that I did in all the
10 other relationships I went in, said, 'Describe for me what
11 the business is how we doing ' et cetera et cetera And I met
12 with Mr Rohana and he described for me the relationship, went
13 back and how much the two companies were interdependent, the
14 kinds of things that -- they had bought a lot of equipment from
15 us, they had borrowed a lot of money from us

16 It was a relationship he valued as their major vendor, and
17 that he would -- was not comfortable with the approach of the
18 new chief financial officer or the new treasurer He was not
19 comfortable with the new person in charge, Carol Spurrier, who
20 was then in charge of the account She was one of our most
21 senior account executives at Lucent She had taken over the
22 account had done a complete review of the account and he was
23 not comfortable with the fact that we were pressing on some
24 legal requirements around their loan agreement that he was
25 uncomfortable with

Schacht - Direct

21-14

1 He asked me at the close of the meeting if we in fact
2 would forego our legal option of notifying them that the debt
3 we held -- we had to give 'em 105 days notice on the debt we
4 held that we were in fact going to sell it We couldn't sell
5 it unless we gave 'em prior notice He was going to do some
6 financing he said to me, "Look, I want you not to do that
7 That s not something that would be helpful And I didn't
8 respond I said okay, and he said the other thing, we are
9 thinking of doing some financing with Siemens and we'd prefer
10 that you not exercise your rights to have that money go to
11 Lucent to pay down your debt And I said I understand that
12 Let me go back and talk to our folks and see what the answers
13 would be to those questions He said, 'Well I hope you can
14 accommodate on -- accomodate this -- accommodate us on this,
15 we ve had a good relationship in the past and would you please
16 get back to me?' I said I would

17 Q And did you?

18 THE COURT Mr King -- excuse me, Mr --

19 MR SAUNDERS I'm sorry

20 MR KING I'd just like to present an objection
21 We've now heard in the past 10 minutes two -- probably six or
22 seven minute monologues from this witness without any questions
23 to develop the examination here In addition to which
24 frankly, I'm a little bit disturbed at Mr Schacht's testimony
25 because he's discussing things that were discussed at four

Schacht - Direct

21-15

1 separate depositions that he never once mentioned, that we're
2 now hearing about for the first time

3 THE COURT Well, you can cross examine him --

4 MR KING We will, Your Honor

5 THE COURT -- with respect to that

6 MR KING We will

7 THE COURT Let's ask questions and get answers
8 instead of --

9 MR SAUNDERS Certainly, Your Honor

10 BY MR SAUNDERS

11 Q Did you get back to Mr Rohana?

12 A I did

13 Q And what did you tell him?

14 A I told him that we were going to pursue our rights under
15 the two -- under the contract and that we were going to go
16 ahead with 105 degree notice and secondly that we were going
17 to require them to pay us the 200 million that they get from
18 Siemens

19 Q And did Mr Rohana say anything during that conversation
20 that gave you concern?

21 A Yes Mr Rohana made a series of comments -- the exact
22 nature of which I don't remember, that caused me to say, I
23 don't like the tone of that I know a threat when I hear one,
24 and I went back and called the General Counsel and said --

25 Q Excuse me -- don't Please don't tell us what you asked

Schacht - Direct

21-16

1 the General Counsel to do But you had a conversation with the
2 General Counsel --

3 A I did

4 Q -- at that point And was there subsequently an
5 investigation?

6 A Yes The General Counsel hired outside Counsel and
7 investigated the transactions between Lucent and Winstar

8 Q All right sir Is there anything else you'd like to add
9 to your observations with respect to this testimony that's on
10 the screen?

11 A Well it's hard to know what the gentleman meant I wasn't
12 here, but the fact that we did -- after the investigation the
13 first investigation of the Winstar transactions, we did in
14 November -- late November issue a press release -- excuse me,
15 issue a press release correcting a prior press release
16 reversing \$125 million of sales that we had found to be
17 incorrectly claimed, and we notified the SEC And that
18 happened during this period of time So that was certainly a
19 change

20 Q All right, sir On December 7th, 2000, was Lucent in a
21 position to control Winstar?

22 A No

23 MR KING Object to the form of the question, Your
24 Honor I don't understand what the term we're using for
25 control is here

Terrell - Direct

21-44

1 they're working, attempting to get -- to win business, Your
2 Honor And a request for a quote will come from the customer
3 And the sales team --

4 THE COURT He didn't ask you the sales process, he
5 asked you the billing process So let's start with the
6 business has been -- there's been a sale

7 A Okay

8 THE COURT Now we're going to have -- tell me what
9 the process is

10 A Okay There's been a sale That means a firm price quote
11 has come from the sales team and a purchase order has come from
12 the customer And that purchase order is given to our order
13 management team That firm price quote also goes to the order
14 management team and this is our first checkpoint to make sure
15 that the order that they're putting in is valid We have a
16 customer document and a Lucent document

17 Order management then will actually enter that order into
18 the system to set up the billing process They enter the order
19 in the system which triggers a couple of things If it is a
20 complex order, that's known as an engineer, furnish, and
21 install order We call it EF and I What the order management
22 person does is enter that header information -- bill to, ship
23 to, in the system That triggers our engineers to begin
24 riting specs or specifications And these engineers will
25 work with the sales team, with the customer, sometimes, or with

Terrell - Direct

21-45

1 others, to begin writing these specifications

2 What these specifications do is they are transmitted to
3 the factory or the provider And that factory begins building
4 the equipment And that equipment is then staged -- most
5 likely if it's a complex job, staged at some type of warehouse
6 or staging facility And if there's installation of course
7 that's scheduled as well

8 While this order's being built and then shipped, the order
9 manager will then electronically send an electronic folder with
10 all the pertinent documents -- the purchase order, the firm
11 price quote, the shipping records, et cetera, over to the
12 building team, and we call them asset management That's the
13 billers and in this process the asset manager is checking --
14 first of all, they understand the contract terms They're
15 watching the system When I say the system, various number of
16 systems to see if this order has shipped Is it 50 60, 70
17 95% shipped?

18 Once they verify that they then verify the documents --
19 the purchase order, the quote, and has it shipped at that 90 or
20 95% threshold And then they invoice the customer And of
21 course a collection process begins to ensue here and we're
22 looking obviously for cash to pay that invoice off And that's
23 just a brief high level

24 BY MR PASKIN

25 Q Thank you, Mr Terrell

Terrell - Direct

21-46

1 A Sure

2 Q So, based on the description that you just gave, and based
3 on your experience working in the asset management areas of
4 Lucent, what controls are in place within Lucent's processes to
5 ensure that invoices aren't issued prior to purchase orders
6 being received by customers?

7 MR KING (Objection Your Honor Can we just get
8 some foundation, what's the time period we're talking about for
9 this process?

10 BY MR PASKIN

11 Q You can focus, sir on the time period '99 through 2001

12 A Okay The process here is that the biller is trained
13 They are trained on how and when to issue an invoice And they
14 are familiar -- they familiarize themselves with the terms and
15 conditions of the contract Our standard terms and conditions
16 are that they can invoice when shipped or soon thereafter as
17 practical Our guideline and policy and practice is 90 to 95%
18 And so their first line of defense in any billing process is
19 good training So they're trained on when to bill, what to
20 look for Secondly, another checkpoint to make sure that they
21 didn't invoice incorrectly is really the very back end of the
22 process If we invoice a customer incorrectly, we would get a
23 dispute back The customer -- you know, our job is to do our
24 best to facilitate payment, to make that invoice easy to
25 understand match their PO to the best of our ability and then

Terrell - Direct

21-47

1 to remove obstacles to facilitate cash If there's an issue,
2 the customer would quickly dispute that So that's another
3 checkpoint if we've invoiced incorrectly --

4 Q And is there a process in place within the asset management
5 organization at Lucent to register or track any disputes that
6 are raised by the customer?

7 A Yes, there is There's a system called the claims and
8 dispute system That is our system of record for tracking any
9 claim or dispute

10 Q Now could you describe briefly for the Court on a typical
11 Lucent invoice what kind of description is given regarding the
12 products or services that are the subject of the invoice?

13 MR KING Objection, Your Honor A typical Lucent
14 invoice -- I don't know what we're talking about Are we
15 talking about for the Winstar customer, for every customer?

16 THE COURT Don't we have somewhere something we could
17 use to --

18 MR PASKIN Sure, we can do that, Your Honor

19 THE COURT Rather than do a hypothetical, let's take
20 a look at a real invoice

21 MR PASKIN Right

22 BY MR PASKIN

23 Q Why don't we focus on Defendant's Exhibit-644 in your book,
24 Mr Terrell

25 A That's fine

Terrell - Direct

21-48

1 Q And we can just take the first invoice on the front of that
2 book, on the front of that exhibit And in the description
3 field within the center of the document, could-you just
4 describe the level of detail that's provided with respect to
5 that invoice?

6 A Yes Again here the level of detail -- you have some key
7 fields on this invoice You're gonna have a purchase order
8 number, a Lucent order number which is really along the left-
9 hand column and you're gonna have a description field And
10 that description field can vary, of course, across customers
11 This are standard, especially for a complex job will simply
12 say material engineering installation right to use just as a
13 default But that can change based on as we work with the
14 customer, the customer may say Hey, can we have a little more
15 detail around that invoice? So we try to develop a
16 relationship with our customers to make sure we build them in a
17 way that is easy for them, really, to pay

18 Q So then on a customer-by-customer and invoice-by-invoice
19 basis how does the particular person at Lucent who's preparing
20 the invoice know how much detail to provide within the
21 description?

22 A Most of the time, they base it off of the purchase order
23 The purchase order is the customer document And what we want
24 to do is match the customer document with our invoice document
25 That is really the ideal Now sometimes you may have a little

Terrell - Direct

21-49

1 variation where you say, well, the customer document may say
2 I've got a 5ESS switch, and we might bill it as material Or
3 we may say 5ESS switch on there and the customer document may
4 say material or switching But our job is to -- best we can,
5 to match that purchase order

6 Q Well, in a situation where the -- where both the purchase
7 order and the invoice say something as general as 5ESS switch
8 how does the customer and how does Lucent know precisely what
9 has been ordered?

10 A Well really, it's -- the customer who's -- what our
11 concern is is payment How they know they got their material,
12 it's -- I kind of I use the illustration like if you're
13 ordering a car or a bike You know, you don't wanna know if
14 you got the radiator and the oil plate and the tires You want
15 your car Well that's what they're ordering is a car So
16 most of the POs that we get for a complex job is gonna be "I
17 want a car in this make and model " And then that's how we
18 bill it back

19 Q Okay and is complex job a synonym for the engineer,
20 furnish and install jobs --

21 A Yes --

22 Q -- that you described earlier?

23 A -- I -- yes

24 MR KING Objection Your Honor Could we have a
25 little bit less leading again? I didn't have a chance to

Terrell - Direct

21-50

1 oppose the objection with that answer

2 THE COURT Well, you know, I think this witness is
3 going to testify as to what Winstar owes Lucent, is that where
4 you're going?

5 MR PASKIN He's -- I'm getting there, Your Honor
6 yes

7 THE COURT So I mean I'm not even sure that's
8 disputed but for a couple of the transactions that weren't
9 reversed But I'm not sure there's any dispute on these
10 invoices is there?

11 MR KING Your Honor, there is no dispute that these
12 invoices were issued if that's the question There may be a
13 dispute as to whether these invoices -- I haven't heard what
14 the witness is gonna testify yet, but with respect to the set
15 off claim there may be a dispute as to whether these invoices
16 were properly issued

17 THE COURT I understand, but so let's not worry about
18 leading if we're only talking about getting into these
19 invoices

20 MR PASKIN Right Exactly This is only some
21 foundational testimony Your Honor

22 THE COURT I think that's what it's been up to now
23 I mean, I really frankly didn't need that invoice flow to know
24 that --

25 MR PASKIN I apologize, Your Honor

Terrell - Direct

2--51

1 THE COURT -- goods are manufactured, they're
2 shipped, they're received and they're billed for I mean,
3 that's not -- their system flow may be a little bit different,
4 but that's pretty much what everybody --

5 MR PASKIN Okay

6 THE COURT -- is supposed to do so let's move on

7 MR PASKIN Right Well ther I'll skip forward, Your
8 Honor

9 BY MR PASKIN

10 Q Focusing on Defendant s Exhibit-644, I'll represent to you
11 and the Trustee that it's the same collection of exhibits that
12 -- same collection of invoices that was submitted as an exhibit
13 to the declaration that you submitted with Lucent's summary
14 judgment papers And I'll also represent to you that the sum
15 total of the number of the total values of those invoices is
16 approximately \$28 million Had you performed any analysis with
17 respect to this collection of invoices?

18 A Yes sir I did an analysis months ago on that set of
19 invoices where I went into the Lucent systems to validate --
20 really two key points at that time -- was validate the shipping
21 time frame and to validate whether or not this invoice was
22 paid That was my first analysis

23 Q Okay, now with respect to the shipping time frame did you
24 in your analysis confirm that all of the invoices that are
25 collected at Exhibit-644 were shipped by Lucent between

Terrell - Direct

21-52

1 December 8th, 2000 and April 18th, 2001?

2 A In my analysis that is correct

3 THE COURT April what?

4 MR PASKIN April 18th, 2001, Your Honor

5 BY MR PASKIN

6 Q And in the analysis that you performed did you confirm
7 whether or not those invoices in Exhibit-644 had been paid by
8 Winstar?

9 A The invoices were not paid by Winstar in my analysis

10 Q Now you said that that was the analysis that you did
11 originally Is there any analysis that you've done more
12 recently with respect to these same invoices?

13 A Yes, sir

14 Q And what have you done?

15 A In addition to the shipment, I also did a second analysis
16 on disputes to see if any of these invoices were disputed by
17 the customer And also the second part of the analysis I
18 reverified -- actually I had someone else on my team -- an
19 expert also on payment -- analyze, were these in fact paid
20 Just to check my prior -- and --

21 Q And did you find that there -- well, in rechecking the
22 payment issue --

23 A Yes

24 Q -- did you find that any of these invoices had been paid?

25 MR KING Objection, Your Honor Just to the extent

Terrell - Direct

21-53

1 that the witness just testified that his knowledge comes from
2 work that someone else did at Lucent, I think we're talking
3 again about hearsay

4 MR PASKIN Your Honor, he may have delegated an
5 assignment to somebody who worked for him to run some numbers
6 through a computer but that doesn't mean that the witness
7 doesn't have personal knowledge as to the results of that
8 exercise

9 THE COURT I'll allow it

10 MR PASKIN Thank you, Your Honor

11 BY MR PASKIN

12 A Yes the invoices were not paid in my second analysis

13 Q And with respect to your more recent analysis regarding
14 whether there were any disputes concerning the invoices in
15 Exhibit-644, did you find within Lucent's systems any disputes
16 that were registered?

17 A Actually, I did find one dispute in this stack of invoices

18 Q One with respect to one invoice in the stack?

19 A There were -- yes, with one invoice

20 Q Now, do you remember specifically which invoice number the
21 dispute relates to and what the nature of the dispute was?

22 A I don't remember specifically the invoice number, I have a
23 number in my -- the amount of the rebill for that in my head
24 but I do not remember the invoice number

25 Q All right

Terrell - Direct

21-54

1 MR PASKIN Your Honor, I spoke to Mr King about
2 this before and There's an email that I could use to refresh
3 Mr Terrell's recollection I could either use it to refresh
4 his recollection, but Mr King suggested that he might
5 stipulate to which particular invoice is at issue and the
6 change in the numbers

7 MR KING We'll stipulate Your Honor

8 MR PASKIN Okay, I'll just read it into the record,
9 then, Your Honor

10 THE COURT Well, can you -- yes Can I find it in
11 here --

12 MR KING Stipulate --

13 THE COURT -- so I can make a note of it?

14 MR PASKIN No, but I can give you a copy It's not
15 marked as an exhibit Your Honor That's why I didn't want --

16 THE COURT Well, wait a minute These aren't all the
17 invoices that are owed'

18 MR PASKIN No no It's not a question of all the
19 invoices that are owed It's a question of the invoices that
20 are attached at Exhibit-644

21 THE COURT Yes

22 MR PASKIN When he went back and looked, there was
23 one where he said --

24 THE COURT One dispute

25 MR PASKIN -- it was disputed and he went -- and to

**ROA
TAB
460**

Defendant's Deposition Designations

19 still add a little more detail on the financial
20 part of the agreement or describe the
21 arrangements in more precise terms as a lease
22 for example Also there is not a lot of detail
23 in here about what Lucent get out of the deal --
24 there is nothing quantified or explicitly
25 identified as a tangible benefit to them That

page 51

1 NATHAN KANTOR - CONFIDENTIAL
2 may be how it is in the agreement in which case
3 we can't say anything but if the agreement
4 spells it out I'm sure that they'll want to
5 disclose it Of course we get a better idea of
6 how they want to position this when we look at
7 their release "

8 I take it that is a press release he
9 is referring to?

10 A I believe so

11 Q Who is Gary Holmes?

12 A He was a contractor a public
13 relations contractor that was working with us

14 Q Then Bill Rouhana responds to
15 Mr Holmes' E-mail do you see that?

16 A Yes

17 Q Then you respond to Mr Rouhana do
18 you see that?

19 A Yes

20 Q This is on October 18 1998?

21 A Right

22 Q Leaving aside your comments about his
23 word processing ability you say "Let's not
24 emphasize Lucent and construction -- it is their
25 weakest point and I sense we will be doing a lot

page 52

1 NATHAN KANTOR - CONFIDENTIAL
2 of it for them Also I am sensitive to our
3 folks and contractors currently doing the work so
4 I don't want them leaving us right in the middle
5 of millennium We should emphasize their" I take
6 that it is Lucent's "system integration
7 capability and systems testing as well as the lab
8 they will provide to us they will be running it
9 as well "

10 Do you see that sir?

11 A Yes

12 Q What did you mean when you said
13 "Let's not emphasize Lucent and construction --
14 it is their weakest point"?

15 A That is exactly what it says I
16 didn't want to emphasize it until they were
17 prepared to take over that responsibility And I
18 did not want to create turmoil throughout our
19 organization and contractors until Lucent was
20 prepared to take over that as part of their
21 turnkey responsibilities

22 Q So is it correct sir that at the
23 beginning of this relationship you understood
24 that Lucent was not going to be taking on
25 responsibility for all of the build-out functions

page 53

1 NATHAN KANTOR - CONFIDENTIAL
2 of the network?

3 A That's correct I was directly aware
4 of that and that was part of the Transition Plan
5 covered in the Supply Agreement

**ROA
TAB
465**

Ackerman txt

13 A Yes, it s certainly an element of --
14 Q Right
15 A -- what we called a strategic partnership
16 Q Right And part of that was you weren't
17 going to do anything that was affirmatively bad for
18 Winstar just because you had a partnership, right?

[424 21] - [425 14] 3/5/2004 Ackerman David

page 424

21 A That's -- that s true
22 Q Right And you didn't expect Lucent to do
23 things that were bad for Lucent either did you?
24 A No, I didn't
25 Q Okay Now, I think we went over this a

page 425

1 little bit in your prior testimony I just want to
2 be clear There were times when you went and bought
3 equipment from companies other than Lucent, is that
4 fair?
5 A That's true
6 Q Okay In particular I think if I recall
7 correctly, you told me that when Lucent didn't have a
8 best of breed product or couldn't get you what you
9 gathered as a best of breed product, you went and got
10 something from somebody else is that fair?
11 A That's typically true
12 Q Right And you felt that you were entitled
13 to do that under the arrangement, is that fair?
14 A Yes

[426 20] - [428 6] 3/5/2004 Ackerman, David

page 426

20 Q Right A lot of your financing came from
21 Lucent, correct?
22 A Correct
23 Q Right And Lucent expected you to spend
24 much or all of that money buying Lucent equipment, is
25 that fair?

page 427

1 A With certain carve-outs yes
2 Q But in fact, there were occasions where you
3 didn't buy Lucent equipment because it wasn't best of
4 breed?
5 A That's correct
6 Q Okay So I think you told me you bought
7 digital cross-connects from Tellabs, is that right?
8 A Right with Lucent's concurrence
9 Q Right Sure But Lucent agreed?
10 A Yes
11 Q Right And Lucent let you do that is that
12 fair?
13 A Yes
14 Q Because, you know you explained to them
15 that you thought that was in the best interest of
16 Winstar, and they were fine with that?
17 A Well, actually it might have even been a
18 Lucent recommendation I'm not sure

Ackerman txt

19 Q Okay But the Tellabs equipment is the
20 equipment you wanted to put into the Winstar network,
21 is that fair?

22 A It was -- we both thought it was
23 appropriate because remember the construct of the
24 agreement was that Winstar had hired Lucent to do the
25 planning, engineering and buildout, so in effect
page 428

1 Lucent would have created the architecture, done the
2 engineering, and recommended to Winstar that this is
3 the appropriate solution Now was that how it
4 worked specifically in this case? I can't recall
5 But conceptually that was how it was intended to
6 work

[428 18] - [428 20] 3/5/2004 Ackerman David

page 428

18 Q Right I also think you told me you bought
19 routers from Cisco?
20 A That's true

[428 23] - [429 16] 3/5/2004 Ackerman, David

page 428

23 Q Okay I think you told me in the last
24 session we had that Lucent tried to sell you
25 something called the Any Media Fast product Do you
page 429

1 remember that?

2 A Yes

3 Q Okay And you said that in fact you didn't
4 buy it from Lucent? You actually bought another
5 company's solution?

6 A As I recall yes

7 Q Right Do you remember what the other
8 company was?

9 A I think AFC

10 Q Okay

11 A I think

12 Q And other than what I've said, you know
13 talking about Tellabs and Cisco and AFC, were there
14 other occasions where you bought non-Lucent
15 equipment?

16 A Yes

[430 25] - [431 2] 3/5/2004 Ackerman, David

page 430

25 Q But is it fair to say you were trying to
page 431

1 develop a relationship with Siemens?

2 A Yes

[431 15] - [433 1] 3/5/2004 Ackerman David

**ROA
TAB
468**

Defendant's Deposition Designations

13 at Lucent?
14 A In the role --

[36 17] - [37 2] 6/25/2004 Montemarano Michael

page 36
17 A In the role I had as vice-president
18 as Lucent for Worldwide Sales, working with he
19 sales teams I would most certainly have been
20 aware if we entered into that type of
21 arrangement
22 Q Did you have a view at the time
23 again in your capacity as a financial person at
24 Lucent did you have a view at the time as to
25 whether it was good business for Lucent to
page 37
1 MICHAEL MONTEMARANO
2 subcontract to Winstar?

[37 5] [39 14] 6/25/2004 Montemarano Michael

page 37
5 A In my view of subcontracting out
6 work to Winstar or to any other party to perform
7 it on behalf of one of my customers was just bad
8 business because there's no profit in it for me
9 Much similar to financing someone else's
10 equipment just did not want to be in that
11 business
12 Q In your recollection in this period
13 after October of 2000 did Winstar ask to borrow
14 money from Lucent for services that Lucent
15 itself had not performed?
16 A Yes they did
17 MR SLIFKIN Let me show you what
18 we're going to mark as Exhibit 6 WC 40576
19 through 77
20 (Defendant's Exhibit 6 marked for
21 identification Bates WC 40576 through 77)
22 BY MR SLIFKIN
23 Q Can you identify Exhibit 6 for us
24 please?
25 A It's a draw request from Winstar to
page 38
1 MICHAEL MONTEMARANO
2 Lucent dated 29th of December 2000 for \$62
3 million little bit more than \$62 million
4 Q Keep that in front of you
5 MR SLIFKIN Let me mark as
6 Exhibit 7 a series of internal Lucent e-mails
7 Bates numbered LW 146788 through 89
8 (Defendant's Exhibit 7 marked for
9 identification Bates LW 146788 through 89)
10 BY MR SLIFKIN
11 Q Just take a moment to look at
12 Exhibit 7 and let me know when you're done
13 A Okay
14 Q First off can you identify Exhibit
15 7 for us?
16 A Yes it's a series of e-mails from
17 myself chaining up to Peter Derrick who was
18 the director of financing at Lucent in the
19 treasury organization yes so I can identify
20 that
21 Q Do these e-mails concern -- the
22 e-mails in Exhibit 7 -- concern the draw request
23 in Exhibit 6?
24 A Yes it is The e-mail is a recap
25 of the events that surrounded that \$62 million
page 39

• Defendant's Deposition Designations

1 MICHAEL MONTEMARANO
 2 draw request
 3 Q Now having had an opportunity to
 4 look at these documents do you have a
 5 recollection of what the \$62 million draw
 6 request in Exhibit 6 was for?
 7 A It was for Winstar-performed
 8 services, services that Winstar -- work that
 9 Winstar did on their network that they wanted
 10 Lucent to finance
 11 Q In your recollection had you
 12 personally authorized Winstar to do that \$62
 13 million worth of work?
 14 A No

[39 17] [40 15]

6/25/2004 Montemarano Michael

page 39

17 A We did not -- I did not and I was
 18 not aware of anybody in Lucent that had
 19 authorized Winstar to do that work
 20 Q Did Lucent fund this draw request
 21 did they lend this money?
 22 A Yes we did We funded that draw
 23 request at the end of December 2000
 24 Q Why was that?
 25 A Specifically at the direction of

page 40

1 MICHAEL MONTEMARANO
 2 Ben Verwaayen, who at the time was the
 3 vice-chairman and his view was from a customer
 4 relationship point of view we wanted to make
 5 the payment
 6 Q Earlier when we looked at some of
 7 the equipment draw I think you mentioned
 8 contractual obligations Do you remember that?
 9 A Yes I do
 10 Q In your understanding was Lucent
 11 contractually obligated to make this \$62
 12 million services loan?
 13 A No we absolutely were not
 14 contractually required to make this payment to
 15 them

[40 18] [41 19]

6/25/2004 Montemarano Michael

page 40

18 Q Why did you have that belief?
 19 A Because there was no underlying-
 20 relationship between us authorizing them to
 21 perform the work there were no purchase orders
 22 put in place as the e-mail I indicated points
 23 out We simply allowed them to do it based on
 24 Ben's direction as the vice-chairman
 25 Q I believe you used the phrase

page 41

1 MICHAEL MONTEMARANO
 2 something like customer relations Do you
 3 remember that?
 4 A Yes I do
 5 Q What did you mean by that?
 6 A At that point time we were working
 7 with Winstar to try to get the relationship to a
 8 better level where we were in fact performing
 9 work for them selling them more equipment et
 10 cetera and we were in the midst of those
 11 discussions hence Ben's view in good faith to
 12 make the payment in December so not required,
 13 just done from a customer relationship point of
 14 view

Defendant's Deposition Designations

15 Q At the time that this loan was
 16 extended to Winstar the \$62 million loan did
 17 you advise Winstar as to whether this would be
 18 an ongoing relationship or one off or did you
 19 have any kind of discussion like that?

[41 22] [42 6]

6/25/2004 Montemarano Michael

page 41

22 A Yes I spoke to their CFO chief
 23 financial officer Rick Uhl and told him that
 24 we were not going to continue to do this it was
 25 being done merely as an accommodation at the

page 42

1 MICHAEL MONTEMARANO

2 December quarter end

3 Q Did you tell Mr Uhl that this was
 4 not to be repeated in 2001?

5 A I told him this would definitely
 6 not be repeated in 2001

[42 9] - [42 11]

6/25/2004 Montemarano Michael

page 42

9 Q Well after this \$62 million loan
 10 do you recall Winstar making additional requests
 11 for borrowing to fund services?

[42 14] [43 19]

6/25/2004 Montemarano Michael

page 42

14 A They made additional requests for
 15 funding of services in the subsequent months
 16 January and February as I recall of 2001

17 Q Let me show you another document
 18 MR SLIFKIN Let's mark as Exhibit
 19 8 a two page document LW 147206 through 207
 20 (Defendant's Exhibit 8 marked for
 21 identification Bates LW 147206 through 207)

22 BY MR SLIFKIN

23 Q Do you have Exhibit 8 now sir?

24 A Yes I do

25 Q Do you recognize this document?

page 43

1 MICHAEL MONTEMARANO

2 A Yes I do

3 Q Can you tell us what it is, please?

4 A It's a letter from a Rick Uhl who
 5 was the CFO at Winstar to me indicating his
 6 forecasted amount for draws for the quarter
 7 ended March 31st of 2001 and attached to that
 8 was a schedule indicating what the breakout of
 9 the draw request was for, between content of
 10 Lucent product non-Lucent product and
 11 services

12 Q Is there an amount for services
 13 here?

14 A \$60 million was the amount for
 15 services

16 Q Is that on the second page?

17 A Yes it is

18 Q Had you authorized Winstar to
 19 perform \$60 million worth of services?

[43 22] - [48 22]

6/25/2004 Montemarano Michael

page 43

22 A I had not authorized Winstar to
 23 perform those services

• Defendant's Deposition Designations

24 Q To your knowledge had anyone at
 25 Lucent authorized Winstar to perform that \$60
 page 44
 1 MICHAEL MONTEMARANO
 2 million worth of services?
 3 A To my knowledge nobody at Lucent
 4 had authorized that either
 5 Q Did you respond to Mr Uhl's
 6 letter?
 7 A My recollection was yes I did
 8 MR SLIFKIN Let me mark as
 9 Exhibit 9 a one page document LW 35971
 10 (Defendant's Exhibit 9 marked for
 11 identification Bates LW 35971)
 12 BY MR SLIFKIN
 13 Q Do you have Exhibit 9?
 14 A Yes I do
 15 Q Do you recognize that document?
 16 A It's a document that I wrote I do
 17 recognize it
 18 Q Can you tell us what it is please?
 19 A Yeah It was a response to Richard
 20 Uhl the CFO at Winstar indicating I had
 21 received his request for draw and reiterated the
 22 point that the \$60 million placeholder for
 23 services had been discussed many times and the
 24 position stands firm We were not going to make
 25 payment on that
 page 45
 1 MICHAEL MONTEMARANO
 2 Q Why did you tell Mr Uhl you
 3 weren't going to make that payment?
 4 A Because we hadn't authorized the
 5 work to be performed
 6 Q Other than this letter Exhibit 9
 7 to Mr Uhl do you recall any other
 8 communications on this topic of the \$60 million
 9 services financing with Winstar folks?
 10 A In this time period there were a
 11 series of communications there were a series of
 12 meetings as well so there were phone calls and
 13 there were some sessions with as I recall Nate
 14 Kantor and Dave Ackerman yes as well as other
 15 senior people at Lucent reiterated the point
 16 that we would not make these payments again in
 17 the March quarter
 18 Q Do you know who Mr Rouhana was?
 19 A Yes
 20 Q Who was he?
 21 A President and I believe chief
 22 executive officer at Winstar
 23 Q Did you ever meet with him?
 24 A Yes
 25 Q Did you ever discuss this topic of
 page 46
 1 MICHAEL MONTEMARANO
 2 services financing with him?
 3 A Yes I did
 4 Q I'd like to show you another
 5 document please which we're going to mark as
 6 Exhibit 10 LW 59741
 7 (Defendant's Exhibit 10 marked for
 8 identification Bates LW 59741)
 9 BY MR SLIFKIN
 10 Q Do you have Exhibit 10 now?
 11 A Yes I do
 12 Q Can you tell us what this document
 13 is?
 14 A It's a memo to file prepared by me
 15 on March the 29th of 2001

• Defendant's Deposition Designations

16 Q Is that your signature at the
17 bottom?
18 A Yes it is
19 Q Did you write this document
20 yourself?
21 A Yes -- I typed it myself yes
22 Q Without reading it out to us what
23 does the memo concern?
24 A It concerns a meeting we had with
25 both Winstar management bankers that were
page 47

1 MICHAEL MONTEMARANO
2 loaning money to Winstar and Ben Verwaayen who
3 was the vice-chairman at Lucent on March 29th
4 so it was my memorandum of what transpired at
5 that meeting
6 Q Did you write this memo the same
7 day as the meeting?
8 A My recollection since it's dated
9 under my signature is yeah I typed it that
10 evening after the meeting was over
11 Q Was it your regular practice to
12 write memos to file of this kind?
13 A Given my financing position at
14 Lucent and frankly as a practice that I
15 continue to this day given the variety of
16 issues this is a common practice I get into
17 Q Did you have personal knowledge of
18 all the items discussed in this memo?
19 A Yes I did I was present for
20 these discussions
21 Q Did you prepare this memo in the
22 course of performing your duties at Lucent?
23 A In my capacity at Lucent I prepared
24 this memo yes
25 Q I'd like to direct your attention
page 48

1 MICHAEL MONTEMARANO
2 to the third paragraph starting At 3 30 Do
3 you see that?
4 A Yes
5 Q I'd like to direct your attention
6 then to the last few sentences I turned to
7 Bill and said We had told him since
8 December
9 Do you see that?
10 A Yes I do
11 Q Just read to the end of that and
12 tell me when you're done
13 A Okay
14 Q Is that an accurate description of
15 your conversation with Mr Rouhana on March
16 29th 01?
17 A Absolutely is an accurate
18 description of that conversation
19 Q Does that refresh your recollection
20 as to the substance of your communications with
21 him?
22 A Yes --

[48 25] - [51 13]

6/25/2004 Montemarano Michael

page 48
25 A Yes it does It represents the
page 49

1 MICHAEL MONTEMARANO
2 substance of the communications
3 Q So is this communication reflected
4 in Exhibit 10 the same as the communication
5 about financing with Mr Rouhana you were

Defendant's Deposition Designations

6 testifying about earlier?
 7 A It's a consistent message regarding
 8 the financing that we would not finance the
 9 services in the March ended quarter of 2001 as
 10 we had financed them in the December ended
 11 quarter of 2000 yes consistent
 12 Q Is this the first occasion that you
 13 that you had told Mr. Rouhana that personally?
 14 A My recollection of that was that I
 15 had told Nate Kantor and Rick Uhl and Dave
 16 Ackerman but this was probably the first time I
 17 had actually told Bill
 18 Q And Uhl Mr. Kantor and
 19 Mr. Ackerman in your understanding did they
 20 work for Mr. Rouhana?
 21 A Yes they did They were senior
 22 executives at Winstar
 23 Q Now did in fact Winstar seek
 24 financing for Winstar-performed services from
 25 Lucent at the end of the first quarter of 2001?
 page 50

1 MICHAEL MONTEMARANO
 2 A Yes they did
 3 MR SLIFKIN I'm going to show you
 4 what we're going to mark as Exhibit 11 two page
 5 document 3WC 8249 through 50
 6 (Defendant's Exhibit 11 marked for
 7 identification Bates 3WC 8249 through 50)
 8 BY MR SLIFKIN
 9 Q Do you have Exhibit 11 there?
 10 A Yes I do
 11 Q Can you identify this document for
 12 us?
 13 A It's draw request from Winstar to
 14 Lucent dated 27th of March 2001 signed by Rick
 15 Uhl their chief financial officer for \$62
 16 million little bit more than \$62 million for
 17 non-Lucent equipment is the reference
 18 Q In your understanding was this the
 19 request for the services financing we've been
 20 discussing?
 21 A Yeah my recollection is this is
 22 the document that supports the previous exhibit
 23 that was the letter from Rick Uhl to me
 24 requesting the amounts
 25 Q Did Lucent finance this request?
 page 51

1 MICHAEL MONTEMARANO
 2 A No we did not
 3 Q Why not?
 4 A We didn't have to contractually
 5 Q What you do mean by that?
 6 A It was for work that Lucent had not
 7 authorized to perform It was not for our
 8 equipment or someone else's equipment or for our
 9 services It was for their services which we
 10 had not authorized them to perform
 11 Q Just so we're clear prior to
 12 rejecting this request had you advised Winstar
 13 that you were going to do that?

[51 16] - [51 19]

6/25/2004 Montemarano Michael

page 51
 16 A Prior to this request we advised
 17 Winstar numerous times that we were not going to
 18 pay them for their services performed in this
 19 period

**ROA
TAB
485**

NOV-30-2000 15 01

WINSTAR

2125644873 P 02



NOTICE OF REQUEST FOR BORROWING

To Lucent Technologies Inc., as Administrative Agent

Reference is made to the Credit Agreement dated as of May 4, 2000 among WVF-I LLC ("the Borrower"), Winstar Communications Inc (Winstar), the lenders which are a party thereto The Bank of New York as Collateral Agent, and Lucent Technologies Inc as Administrative Agent (as amended from time to time the "Credit Agreement") Unless otherwise defined herein capitalized terms defined in the Credit Agreement and used herein shall have the same meaning ascribed to such terms in the Credit Agreement

Pursuant to Section 2.03 the Credit Agreement, the Borrower hereby gives the Administrative Agent written notice of request for a Borrowing according to the following instructions

1 Total Amount of Borrowing

\$ 63,604,904.42

a) Amount of Borrowing to be paid directly to Lucent for Lucent Invoices

\$ 29,386,976.24

b) Amount of Borrowing to be paid directly to Lucent for Lucent Subsidiary Invoices

\$

c) Amount of Borrowing to be paid directly to Lucent for Lucent International Invoices

\$ 4,214,993.80

d) Amount of Borrowing to be paid directly to Lucent for Lucent Arrangement Fees

\$

e) Amount of Borrowing to be paid directly to the Borrower Non Lucent Equipment

\$ 30,002,934.38

BANK NAME STATE STREET BANK & TRUST
BOSTON MA
ABA NUMBER 011 000 028
ACCOUNT NAME MERRILL GROUP
CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO WVF-I, LLC
ACCOUNT NUMBER 3273932
AMOUNT \$

Draw # 6
11/30/00



NOV-30-2000 15 01

WINSTAR

2125844073 P 03

BANK NAME STATE STREET BANK & TRUST
 BOSTON MA
 ABA NUMBER 011 000 028
 ACCOUNT NAME MERRILL GROUP
 CREDIT MERRILL PREMIER FUND
 FOR FURTHER CREDIT TO WVF-I, LLC
 ACCOUNT NUMBER 327 4457
 AMOUNT \$ 30,002,934.38

2. Effective Date of Borrowing November 30 2000

3. Type of Borrowing X LIBOR ~~ABR~~

4. Interest Period Months 1, 2, 3
X 6 9 12

5. The Lucent invoices to be paid with the Borrowing are listed on Schedule A attached

The Borrower hereby certifies that all conditions for borrowing set forth in Section 4.03 the Credit Agreement have been satisfied or will be satisfied as of the date hereof and the date the borrowing is made

Dated this 30 day of November 2000

WVF-I, LLC

By 

Name Frederic E. Rubin

Title Vice President, Treasurer

NOV-30-2000 15 01

WINSTAR

2125844073 P 04

Lucent Invoices - Draw 6
November 30, 2000

	<u>Invoice #</u>	<u>Invoice Amt.</u>
	<u>DOMESTIC</u>	
PARENT	20108174	1,563,824 00
PARENT	ER011668	4,774,813 00
PARENT	ED012651	15,962.89
PARENT	SU022532	2,083,200 00
PARENT	SU022520	2,265,480 00
PARENT	ER011591	14,324 00
PARENT	SR007199	2,083,200 00
PARENT	SR007161	1,220 00
PARENT	CRO06863	170,401 00
PARENT	CRO06879	1 736 856 00
PARENT	CRO06877	1 869,367 50
PARENT	SU022556	1 157,904 00
PARENT	SU022581	1 997 640 00
PARENT	NRO09998	9 200 00
PARENT	ER011594	2,421 00
PARENT	ER011642	2,083 200 00
PARENT	PRO04795	72,613 00
PARENT	SR007722	1,833 00
PARENT	ER011983	234 707 00
PARENT	CRO11985	37 355 00
PARENT	ER011638	2 083,200 00
PARENT	ER011584	350,004 97
PARENT	ER011586	30,004 97
PARENT	ER011671	1 350 771 95
PARENT	40323081	253 20
PARENT	CRO06848	127,701 00
PARENT	SR007697	54,936 00
PARENT	CRO07240	211,191 00
PARENT	PRO05101	8,824 00
PARENT	WR001048	8,238 90
PARENT	CRO06878	1,763 750 00
PARENT	ER011984	175,955 00
PARENT	40322338	364 58
PARENT	SU023652	1,635 00
PARENT	ER012014	4,896 00
PARENT	40321480	477 95
PARENT	SO038194	909 45
PARENT	50107195	150 000 00

Page 1 of 6

NOV-30-2000 15 01

WINSTAR

2125844073 P 05

Lucent Invoices - Draw 6
November 30, 2000

	Invoice #	Invoice Amt
PARENT	50107196	150,000 00
PARENT	50107198	150,000 00
PARENT	50105804	23,995 00
PARENT	50107257	58,500 00
PARENT	SO941531	389 10
PARENT	SO931442	290 00
PARENT	SO910480	244 22
PARENT TOTAL		28,882,053.68
NETWORK CARE	PS-36308	11,573 91
NETWORK CARE	PS-34587	51 745 00
TOTAL NETWORK CARE		63,318 91
Ascend Group	400025969	7,048 04
Ascend Group	400024387	16 925 47
Ascend Group	400023231	39 699 90
Ascend Group	400026089	42 131 25
Ascend Group	400025224	105,830 40
Ascend Group	400022344	32 186 00
Ascend Group	400023656	8 503 16
Ascend Group	400025248	143,606 80
Ascend Group	400026347	8 038 63
Ascend Group	400026457	4,254 00
Ascend Group	400026459	8 360 00
Ascend Group	400026458	8 660 00
Ascend Group	400026619	8 000 00
Ascend Group	400026538	8,360 00
TOTAL ASCEND		441 603 65
TOTAL DOMESTIC		29,386,976 24

NOV-30-2000 15 02

WINSTAR

2125844073 P 05

Lucent Invoices - Draw 6
November 30, 2000

	<u>Invoice #</u>	<u>Invoice Amt.</u>
<u>INTERNATIONAL</u>		
FRANCE	982428	8,139.60
FRANCE	983717	17,268.75
FRANCE	983716	(17,268.75)
FRANCE	981416	17,268.75
	<u>FRANCE TOTAL</u>	<u>25,408.35</u>

BELGIUM	982502	168,219.00
BELGIUM	984529	5,382.00
BELGIUM	983213	7,152.00
BELGIUM	983544	50,064.00
BELGIUM	983724	72,336.00
BELGIUM	983528	25,662.00
BELGIUM	983726	15,449.49
BELGIUM	983725	(15,449.49)
BELGIUM	984513	8,172.00
BELGIUM	984522	960.00
BELGIUM	984408	720.00
BELGIUM	984561	1,694.00
BELGIUM	984550	1,137.00
BELGIUM	983265	9,421.00
BELGIUM	983264	10,021.00
BELGIUM	981633	94,941.00
BELGIUM	983723	(94,941.00)
BELGIUM	983770	95,000.00
BELGIUM	982500	8,139.60
	<u>BELGIUM TOTAL</u>	<u>464,079.60</u>

NETHERLANDS	983713	71,742.00
NETHERLANDS	984315	16,983.00
NETHERLANDS	983208	21,456.00
NETHERLANDS	983704	8,987.00
NETHERLANDS	983699	16,397.00
NETHERLANDS	984336	12,656.00
NETHERLANDS	983703	30,158.00
NETHERLANDS	984329	24,078.00

Page 3 of 6

NOV-30-2000 15 02

WINSTAR

2125844873 P 07

Lucent Invoices - Draw 6
November 30, 2000

	Invoice #	Invoice Amt.
NETHERLANDS	984332	17,185 00
NETHERLANDS	984319	15,883 00
NETHERLANDS	984338	23,789 00
NETHERLANDS	984339	8,821 00
NETHERLANDS	984323	18,242 00
NETHERLANDS	984321	10,954 00
	NETHERLANDS TOTAL	297,331 00

UNITED KINGDOM	983105	4,136 00
UNITED KINGDOM	983714	47 715 00
UNITED KINGDOM	983443	5 938 00
UNITED KINGDOM	983442	8 327 00
UNITED KINGDOM	983715	65 102 00
UNITED KINGDOM	983119	8 400 00
UNITED KINGDOM	983451	11 154 00
UNITED KINGDOM	983427	9 076 00
UNITED KINGDOM	983112	3 038 00
UNITED KINGDOM	983109	12,379 00
UNITED KINGDOM	983428	6 267 00
UNITED KINGDOM	979390	38 052 00
UNITED KINGDOM	979391	158 287 00
UNITED KINGDOM	976174	210 315 15
	UNITED KINGDOM TOTAL	588 186.15

GERMANY	980384	73,800 78
GERMANY	982340	8 139 60
GERMANY	982347	54 468 00
GERMANY	982349	7 069 00
GERMANY	983070	137,968 50
GERMANY	983670	101,529 00
GERMANY	983691	3,178 00
GERMANY	983683	8,327 00
GERMANY	983071	137,968 50
GERMANY	983073	137 968 50
GERMANY	983688	120 00
GERMANY	984065	8,327 00
GERMANY	983684	40 168 00
GERMANY	984063	7 812 00

NOV-30-2000 15 02

WINSTON

2125844073 P 08

Lucent Invoices - Draw 6
November 30, 2000

	Invoice #	Invoice Amt
GERMANY	981583	3,178 00
GERMANY	983081	112,759 00
GERMANY	981632	15,000 00
GERMANY	981616	27,143 00
GERMANY	984031	(15,000 00)
GERMANY	983694	13,572 00
GERMANY	984027	17,143 00
GERMANY	983693	(27,143 00)
GERMANY	981635	15,000 00
GERMANY	983390	260,557 00
GERMANY	983690	(3 178 00)
GERMANY	984024	(13 572 00)
GERMANY	983074	38 052 00
GERMANY	983399	38,052 00
GERMANY	982362	65,102 00
GERMANY	981631	65,102 00
GERMANY	980414	328,917 00
GERMANY	979551	171,191 60
GERMANY	981444	53 277 00
GERMANY	982361	2 000 00
GERMANY	983669	(101 529 00)
GERMANY	981621	101,529 00
GERMANY	982370	51 966 00
GERMANY	982374	28,318 00
	<u>GERMANY TOTAL</u>	<u>1 974,280 48</u>
EUROPE	983141	57,760 00
EUROPE	981463	72,485 00
EUROPE	981512	56 200 00
EUROPE	983718	(56,200 00)
EUROPE	982552	3,600 00
EUROPE	983720	(52,230 00)
EUROPE	982604	55 670 00
EUROPE	981468	43,650 00
EUROPE	976250	52,230 00
	<u>EUROPE TOTAL</u>	<u>233,165 00</u>
ARGENTINA	2s510104	3,341 40 Lucent USA
ARGENTINA	2s510129	46 861 50 Lucent USA
ARGENTINA	2s510137	2 680 00 Lucent USA

NDU-30-2000 15 02

WINSTAR

212584407.1 P 03

) **Lucent Invoices - Draw 6**)
November 30, 2000

	<u>Invoice #</u>	<u>Invoice Amt.</u>	
ARGENTINA	2s510142 2s510144	129,000 00	Lucent USA
ARGENTINA	2s510146	82,335.25	Lucent USA
ARGENTINA	2s510148	42,914 00	Lucent USA
ARGENTINA	2s510149	9,250 00	Lucent USA
ARGENTINA	2s510150	18,500 00	Lucent USA
ARGENTINA	2s510151	17,257 00	Lucent USA
ARGENTINA	2s510152	10,728 50	Lucent USA
ARGENTINA	2s510153	9,250 00	Lucent USA
ARGENTINA	1-10038	92,388 79	Lucent Arg
ARGENTINA	1-10190	27,530 80	Lucent Arg
ARGENTINA	1-10203	37,521 98	Lucent Arg
ARGENTINA	1-10204	44,470 00	Lucent Arg
ARGENTINA	1-10206	12,514 00	Lucent Arg
ARGENTINA	1-10207	6,000 00	Lucent Arg

ARGENTINA TOTAL632 543 22INTERNATIONAL TOTAL4,214 993 80

NOV-30-2000 15 01

WINSTAR

2125944073 P 01



Fax Cover Sheet

Date November 27 2000

To Adrian Alfred

Fax # 908-582-2237

From Doreene Nidowicz

Phone # 212-792-9069

RI Fax 212-584-4073

of pages (including cover) 18

Message

Attached, please find the draw request for 11/30/00

Please call me if you have any questions

Thanks
Doreene

<HELP> for explanation

DG28 Index HP

CLOSE/ASK/ YIELD

Page 1 / 1

US000061 LIBOR-USD FIX 6 MONTH

Range 11/26/00 to 11/21/00 Period ☐ Daily
 HI 6 70000 ON 11/28/00
 AVE 6 7
 LOW 6 70000 ON 11/28/00

DATE	YIELD	DATE	YIELD	DATE	YIELD
F					
T					
W					
T 11/28 L	6 70000				

 Copyright 2000 BLOOMBERG L.P. Frankfurt 69-920410 Hong Kong 2-877-6000 London 20-130-7500 New York 212-718-2000
 Princeton 609-274-3000 Singapore 65-212-1000 Sydney 2-877-6696 Tokyo 3-3201-8900 Sao Paulo 11-3048-4500
 144"-b0 -0 04-Jan-01 17 24 39
Bloomberg
PROFESSIONAL

ADJUSTED - 6.75%
 SPREAD - 3.75%
 ALL IN 10 50%

Report ID WL001138
Operator ID DNDOWIC
Run Control CHECK

History Report
PeopleSoft Accounts Payable
Activity From 10/1/2000 To 11/27/2000
Bank Account WVF01

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001538	10/17/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		WVF01	0.00
0000001539	10/17/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Overflow		WVF01	0.00
0000001540	10/17/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Overflow		WVF01	0.00
0000001541	10/17/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Overflow		WVF01	0.00
0000001542	10/18/2000	0000004138	REDLINE COMMUNICATIONS INC	Paid		WVF01	101,943.70
0000001543	10/18/2000	0000004138	REDLINE COMMUNICATIONS INC	Paid		WVF01	70,757.12
0000001544	10/19/2000	0000000002	F COM INC	Paid		WVF01	421,855.50
0000001545	10/23/2000	0000003207	HELP SERVICE CO	Paid		WVF01	371,621.00
0000001546	10/23/2000	0000001819	INTEGRATED COMMUNICATIONS SERVICES	Paid		WVF01	49,970.60
0000001547	10/25/2000	0000001819	INTEGRATED COMMUNICATIONS SERVICES	Paid		WVF01	13,590.00
0000001548	10/25/2000	0000001819	INTEGRATED COMMUNICATIONS SERVICES	Paid		WVF01	75,435.00
0000001549	10/25/2000	0000003345	CPI COMMUNICATION SERVICES INC	Paid		WVF01	577.29
0000001550	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001551	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001552	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001553	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001554	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001555	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001556	10/25/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF01	0.00
0000001557	10/26/2000	0000001903	ABUCK INC	Paid		WVF01	129,015.00
0000001558	10/26/2000	0000000607	CARTER & BURGESS INC	Paid		WVF01	156,799.29
0000001559	10/26/2000	0000008606	GUILD TECHNOLOGIES	Paid		WVF01	66,534.23
0000001560	10/26/2000	0000003320	MARCONI COMMUNICATIONS	Paid		WVF01	264,561.10
0000001561	10/26/2000	0000003320	MARCONI COMMUNICATIONS	Paid		WVF01	172,388.37
0000001562	10/27/2000	0000004613	PARK PLAZA HOTEL SAN FRANCISCO	Paid		WVF01	6,009.00
0000001563	10/27/2000	0000001918	SCHULD INCORPORATED	Paid		WVF01	61,049.25
0000001564	10/30/2000	0000004101	MDB CONSTRUCTION	Paid		WVF01	21,635.77
0000001565	10/30/2000	0000004280	NAUMAN HOBBS MATERIAL HANDLING	Paid		WVF01	12,658.13
0000001566	10/30/2000	0000003671	ALLEGHENY BUILDERS INC	Paid		WVF01	39,316.00
0000001567	10/30/2000	0000003927	AMERIWAVE TECHNOLOGIES	Paid		WVF01	21,340.00
0000001568	10/30/2000	0000001848	STRATA COMMUNICATIONS	Paid		WVF01	13,719.44
0000001569	10/30/2000	0000008495	VOLT SERVICES GROUP	Paid		WVF01	25,800.00
0000001570	10/30/2000	0000003357	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVF01	41,486.00
0000001571	11/1/2000	0000000001	IMCI TECHNOLOGIES	Paid		WVF01	0.00
0000001572	11/1/2000	0000000001	IMCI TECHNOLOGIES	Paid		WVF01	0.00
0000001573	11/1/2000	0000000001	IMCI TECHNOLOGIES	Overflow		WVF01	0.00
0000001574	11/1/2000	0000000001	IMCI TECHNOLOGIES	Overflow		WVF01	0.00

2125844073 P 10

Report ID: WJ_0115
Operator ID: DNDOW/C
Run Control: CHECK

G History Report
People's Accounts Payable
Activity From 10/1/2000 To 11/2/2000
Bank Account: WYF00

Page 11
Run Date: 11/27/00
Run Time: 4 04:50 PM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001575	11/1/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WYF00	0.00
0000001576	11/1/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WYF00	0.00
0000001577	11/1/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WYF00	0.00
0000001578	11/1/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WYF00	0.00
0000001579	11/2/2000	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		OUICK8	38 067.00
0000001580	11/2/2000	0000042764	BLACKBOX NETWORK SERVICES	Paid		OUICK8	2,029 254.63
0000001581	11/2/2000	0000000913	LIBERT CORPORATION	Paid		OUICK8	135 407.72
0000001582	11/2/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK8	448 740.00
0000001583	11/2/2000	0000000521	PRIME ELECTRIC COMPANY INC	Void		OUICK8	58 316.00
0000001584	11/2/2000	0000003438	REDLINE COMMUNICATIONS INC	Void		OUICK8	16 988.37
0000001585	11/2/2000	0000001337	SUNGLO TELECOM INC	Paid		OUICK8	12 654.00
0000001586	11/2/2000	0000004680	TTC	Paid		OUICK8	507 210.89
0000001587	11/2/2000	0000004680	TTC	Paid		OUICK8	349 887.63
0000001588	11/2/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK8	16 898.00
0000001589	11/2/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK8	41 412.00
0000001590	11/2/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK8	369 033.26
0000001591	11/2/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK8	79 707.41
0000001592	11/2/2000	0000008606	GUILD TECHNOLOGIES	Paid		OUICK8	42 969.80
0000001593	11/3/2000	0000000002	P COM INC	Paid		WYF00	0.00
0000001594	11/3/2000	0000000002	P COM INC	Overflow		WYF00	0.00
0000001595	11/8/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	11 028.01
0000001596	11/8/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	53 216.19
0000001597	11/8/2000	0000003438	REDLINE COMMUNICATIONS INC	Paid		OUICK1	83 259.60
0000001598	11/8/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	17 224.21
0000001599	11/9/2000	0000001002	DIGITAL MICROWAVE CORP	Paid		OUICK3	175 835.00
0000001600	11/9/2000	0000001002	DIGITAL MICROWAVE CORP	Void		OUICK1	44 605.69
0000001601	11/9/2000	0000001002	DIGITAL MICROWAVE CORP	Void		OUICK1	44 605.69
0000001602	11/9/2000	0000001002	DIGITAL MICROWAVE CORP	Paid		OUICK3	44 076.74
0000001603	11/9/2000	0000004815	ASSEMBLIES INC	Paid		OUICK1	18 043.32
0000001604	11/9/2000	0000003206	MARCONI COMMUNICATIONS	Paid		OUICK1	211 765.55
0000001605	11/9/2000	0000003206	MARCONI COMMUNICATIONS	Paid		OUICK3	178 607.05
0000001606	11/9/2000	0000003206	MARCONI COMMUNICATIONS	Paid		OUICK1	102 840.49
0000001607	11/9/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		OUICK1	559 437.00
0000001608	11/9/2000	0000042722	SPECTAL TV CONSTRUCTION SERVICES	Paid		OUICK1	8 796.35
0000001609	11/13/2000	0000001484	ARBOR MATERIAL HANDLING INC	Paid		OUICK3	2 774.93
0000001610	11/13/2000	0000000907	BAIRD SATELLITE	Paid		OUICK3	492.36
0000001611	11/13/2000	0000003680	BCC BLACKBOX	Paid		OUICK3	1 245.90

2125844073 P 11

Report ID WL4816
Operator ID DNIDOWIC
Run Control CHECK

G History Report
PeopleSoft Accounts Payable
Activity From 10/1/2000 To 11/27/2000
Bank Account WYFOP

Page No. 17
Run Date 11/27/00
Run Time 4 04 50 PM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001612	11/13/2000	0000003607	CARTER & BURGESS INC	Paid		OUICK4	294 00
0000001613	11/13/2000	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		OUICK1	6 820 74
0000001614	11/13/2000	0000032114	TAYLOR COMMUNICATIONS INC	Paid		OUICK3	3 801 37
0000001615	11/13/2000	0000008495	VOLT SERVICES GROUP	Paid		OUICK3	4 860 00
0000001616	11/13/2000	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK1	1 045 00
0000001617	11/13/2000	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		OUICK1	1 200 00
0000001618	11/13/2000	0000001302	GENSLER	Paid		OUICK1	9 682 06
0000001619	11/13/2000	0000010917	FISK ELECTRIC COMPANY	Paid		OUICK1	2 791 -
0000001620	11/13/2000	0000002852	ACT NETWORKS INC	Paid		OUICK1	6 683 -
0000001621	11/13/2000	0000038135	KDC ARCHITECTS ENGINEERS	Paid		OUICK4	5 198 89
0000001622	11/13/2000	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		OUICK1	1 111 50
0000001623	11/13/2000	0000039278	AMERWAVE TECHNOLOGIES	Paid		OUICK1	1 600 00
0000001624	11/13/2000	0000003574	ANDREW CORPORATION	Paid		OUICK1	252 20
0000001625	11/13/2000	0000000906	ANIXTER INC	Paid		OUICK1	310 70
0000001626	11/13/2000	0000000907	BAIRD SATELLITE	Paid		OUICK1	9 518 96
0000001627	11/13/2000	0000002071	COMSEARCH	Paid		OUICK1	7 325 00
0000001628	11/13/2000	0000001453	CONNECTION CONCEPTS INC	Paid		OUICK1	629 50
0000001629	11/13/2000	0000043595	ENTREX COMMUNICATION SERVICES INC	Paid		OUICK4	5 672 90
0000001630	11/13/2000	00000001302	GENSLER	Paid		OUICK3	6 716 49
0000001631	11/13/2000	0000007772	HNS TELECOM	Paid		OUICK3	8 722 64
0000001632	11/13/2000	0000040974	HY TEK	Paid		OUICK3	3 136 45
0000001633	11/13/2000	0000003458	INTERMOUNTAIN PARTNERS	Paid		OUICK3	1 756 32
0000001634	11/13/2000	0000044811	JERDAN ELECTRIC LLC	Paid		OUICK3	2 800 00
0000001635	11/13/2000	0000081339	MICROWAVE TOWER SERVICES INC	Paid		OUICK3	13 049 07
0000001636	11/13/2000	0000000002	P-COM INC	Paid		OUICK4	189 -
0000001637	11/13/2000	0000002200	OSP CONSULTANTS INC	Paid		OUICK3	13 600 00
0000001638	11/13/2000	0000002200	OSP CONSULTANTS INC	Paid		OUICK1	21 439 32
0000001639	11/13/2000	0000001106	PENN ENGINEERING COMPONENTS	Paid		OUICK1	2 633 93
0000001640	11/13/2000	0000008799	POND & COMPANY	Paid		OUICK1	10 508 77
0000001641	11/13/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK1	9 991 10
0000001642	11/13/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK1	21 113 48
0000001643	11/13/2000	0000045371	OSERVE COMMUNICATIONS	Paid		OUICK1	2 378 50
0000001644	11/13/2000	0000008827	RAINBOW DISTRIBUTORS USA INC	Paid		OUICK1	343 63
0000001645	11/13/2000	0000003375	ROTMAN ELECTRICAL CO. INC	Paid		OUICK1	2 484 00
0000001646	11/13/2000	0000019187	SCHULD INCORPORATED	Paid		OUICK1	622 00
0000001647	11/13/2000	0000001001	SURE POWER	Paid		OUICK1	11 520 00
0000001648	11/13/2000	0000003640	SYSTEMS MANUFACTURING CORPORATION	Paid		OUICK1	4 712 70

2125844873 P 12

Report ID WJ_00147
 Operator ID DNDOWIC
 Run Control CHECK

Ch History Report
 PeoplesBank Accounts Payable
 Activity From 10/12/2000 To 11/27/2000
 Bank Account WJ007

Print No
 Run Date 11/27/00
 Run Time 4 04:50 PM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001649	11/13/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK1	6 438 18
0000001650	11/13/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK1	9 302 43
0000001651	11/13/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK1	7 857 27
0000001652	11/13/2000	000001022	TESSCO TECHNOLOGIES INC	Paid		OUICK1	2 417 30
0000001653	11/13/2000	0000016954	THE BOARD ROOM INC	Paid		OUICK1	500 00
0000001654	11/13/2000	0000009885	G S ELECTRIC CO	Paid		OUICK1	14 240 00
0000001655	11/13/2000	0000000093	GRAYBAR	Paid		OUICK1	4 382 01
0000001656	11/13/2000	0000000093	GRAYBAR	Paid		OUICK1	1 901 67
0000001657	11/13/2000	0000000093	GRAYBAR	Paid		OUICK1	2 878 00
0000001658	11/14/2000	000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		OUICK1	37 939 00
0000001659	11/14/2000	000019834	ABUCK INC	Paid		OUICK1	14 327 00
0000001660	11/14/2000	0000009914	ANICOM INC	Paid		OUICK1	65 571 27
0000001661	11/14/2000	000001484	CARRIER ACCESS CORPORATION	Paid		OUICK1	18 015 00
0000001662	11/14/2000	0000001302	GENSLER	Paid		OUICK1	9 000 54
0000001663	11/14/2000	0000000913	LIEBERT CORPORATION	Paid		OUICK1	78 257 42
0000001664	11/14/2000	0000042503	MASTEC TECHNOLOGIES	Paid		OUICK1	482 661 45
0000001665	11/14/2000	0000081337	SUNGLO TELECOM INC	Paid		OUICK1	83 614 69
0000001666	11/14/2000	0000009441	VECA ELECTRIC CO INC	Paid		OUICK1	79 415 49
0000001667	11/15/2000	0000000002	P COM INC	Paid		OUICK1	31 741 21
0000001668	11/15/2000	0000040557	SYSKA & HENNESSY INC	Paid		OUICK1	41 300 00
0000001669	11/16/2000	0000018207	MDM WEST INC	Paid		OUICK1	2 423 88
0000001670	11/16/2000	0000033441	ALPHA TELECOM SERVICES CO	Paid		OUICK1	2 571 20
0000001671	11/17/2000	0000045247	SPECIALTY CONSTRUCTION INC	Paid		OUICK1	62 092 13
0000001672	11/17/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	145 458 61
0000001673	11/20/2000	0000039278	AMERITWAVE TECHNOLOGIES	Paid		OUICK1	4 370 00
0000001674	11/20/2000	0000000914	ANICOM INC	Paid		WVFWK	66 065 62
0000001675	11/20/2000	0000009906	ANIXTER INC	Paid		WVFWK	951 55
0000001676	11/20/2000	0000001484	ARBOR MATERIAL HANDLING INC	Paid		WVFWK	1 575 00
0000001677	11/20/2000	0000000907	BAIRD SATELLITE	Paid		WVFWK	2 133 56
0000001678	11/20/2000	000002071	COMSEARCH	Paid		WVFWK	6 450 00
0000001679	11/20/2000	0000041222	DATA GENERAL CORP	Paid		WVFWK	1 492 78
0000001680	11/20/2000	0000010917	FISK ELECTRIC COMPANY	Paid		WVFWK	2 744 81
0000001681	11/20/2000	0000009620	FTV INC	Paid		WVFWK	5 394 90
0000001682	11/20/2000	0000010690	GALLAGHER ELECTRIC AND ENGINEERING CO	Paid		WVFWK	4 000 02
0000001683	11/20/2000	0000001302	GENSLER	Paid		WVFWK	9 194 93
0000001684	11/20/2000	0000000093	GRAYBAR	Paid		WVFWK	1 664 83
0000001685	11/20/2000	0000000093	GRAYBAR	Paid		WVFWK	2 200 00

2125844073 P 13

WINSTAR

Report ID: WL 4414
Operator ID: DNIDWIC
Run Control: CHECK

History Report
PeopleSoft Accounts Payable
Activity From 10/12/2000 To 11/27/2000
Bank Account: WVF0P

Page No: 16
Run Date: 11/27/00
Run Time: 4:04:50 PM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001686	11/20/2000	0000000093	GRAYBAR	Paid		WVF0WK	3 218.31
0000001687	11/20/2000	0000000806	GUILD TECHNOLOGIES	Paid		WVF0WK	33 749.77
0000001688	11/20/2000	0000000806	GUILD TECHNOLOGIES	Over Flow		WVF0WK	0.00
0000001689	11/20/2000	0000000261	IN HOUSE COMMUNICATIONS INC	Paid		WVF0WK	2,625.80
0000001690	11/20/2000	0000004153	INTEGRUX INC	Paid		WVF0WK	831.00
0000001691	11/20/2000	0000003458	INTERMOUNTAIN PARTNERS	Paid		WVF0WK	779.85
0000001692	11/20/2000	0000003361	L-3 COMMUNICATIONS/NARDA MICROWAVE	Paid		WVF0WK	0.00
0000001693	11/20/2000	0000000913	LIBERT CORPORATION	Paid		WVF0WK	4 536.71
0000001694	11/20/2000	0000001139	MICROWAVE TOWER SERVICES INC	Paid		WVF0WK	10 921.56
0000001695	11/20/2000	0000004601	NORMAN BREMER CORPORATION	Paid		WVF0WK	3 263.56
0000001696	11/20/2000	0000003352	OPC COMMUNICATIONS	Paid		WVF0WK	1 106.00
0000001697	11/20/2000	0000002200	OSP CONSULTANTS INC	Paid		WVF0WK	7 299.00
0000001698	11/20/2000	0000001106	PENN ENGINEERING COMPONENTS	Paid		WVF0WK	9.95
0000001699	11/20/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF0WK	1 207.26
0000001700	11/20/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF0WK	6 129.00
0000001701	11/20/2000	0000000091	PROGRESSIVE TECHNOLOGIES INC	Paid		WVF0WK	4 067.00
0000001702	11/20/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		WVF0WK	2 666.80
0000001703	11/20/2000	0000045371	OSERVE COMMUNICATIONS	Paid		WVF0WK	371.00
0000001704	11/20/2000	0000034318	REDLINE COMMUNICATIONS INC	Paid		WVF0WK	4 969.74
0000001705	11/20/2000	0000019187	SCHULD INCORPORATED	Paid		WVF0WK	11 119.43
0000001706	11/20/2000	0000000937	SOLUNET INC	Paid		WVF0WK	35 383.99
0000001707	11/20/2000	0000000937	SOLUNET INC	Over Flow		WVF0WK	0.00
0000001708	11/20/2000	0000010908	STEALTH NETWORK TECHNOLOGIES INC	Paid		WVF0WK	2 625.38
0000001709	11/20/2000	0000014136	STRATA INC	Paid		WVF0WK	1 364.00
0000001710	11/20/2000	0000001001	SURE POWER	Paid		WVF0WK	19 200.10
0000001711	11/20/2000	0000000048	TELLABS OPERATIONS	Paid		WVF0WK	13 205.40
0000001712	11/20/2000	0000003694	THE BOARD ROOM INC	Paid		WVF0WK	250.00
0000001713	11/20/2000	0000017174	THE COURTNEY COMPANY	Paid		WVF0WK	1 758.89
0000001714	11/20/2000	0000004680	TTC	Paid		WVF0WK	2 517.50
0000001715	11/20/2000	0000045020	TUSI CABLING SOLUTIONS INCORPORATED	Paid		WVF0WK	3 901.50
0000001716	11/21/2000	0000003607	CARTER & BURGESS INC	Paid		WVF0WK	356.11
0000001717	11/21/2000	0000000903	MCMASTER CARR SUPPLY COMPANY	Paid		QUICK1	480.90
0000001718	11/21/2000	0000034136	STRATA INC	Paid		QUICK1	1 774.81
0000001719	11/21/2000	0000038135	KDC ARCHITECTS ENGINEERS	Paid		QUICK1	4 910.33
0000001720	11/21/2000	0000033441	ALPHA TELECOM SERVICES CO	Paid		QUICK1	49 389.80
0000001721	11/21/2000	0000003607	CARTER & BURGESS INC	Paid		QUICK1	36 283.56
0000001722	11/21/2000	0000004658	ELECTRONIC TELE-COMMUNICATIONS CORP	Paid		QUICK1	10 892.29

2125844873 P 14

Report ID: WJ_eklis
Printer ID: DNDOWIC
Run Control: CHECK

C: History Report
People: Accounts Payable
Activity From: 10/12/2000 To: 11/27/2000
Bank Account: WVFWR

Page: 6
Run Date: 11/27/00
Run Time: 4:04:50 PM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001723	11/21/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK1	242,011.69
0000001724	11/21/2000	00000041153	INTEGRIX INC	Paid		OUICK1	20,463.00
0000001725	11/21/2000	0000004929	HOGANTEX INC	Paid		OUICK3	71,143.60
0000001726	11/21/2000	0000001141	LEE TECHNOLOGIES INC	Paid		OUICK1	75,000.00
0000001727	11/21/2000	00000042763	SOLAR COMMUNICATIONS INTERNATIONAL	Paid		OUICK1	84,974.36
0000001728	11/21/2000	00000041153	INTEGRIX INC	Paid		OUICK1	21,801.50
0000001729	11/21/2000	00000039183	PLAYER AND COMPANY	Paid		OUICK1	23,450.00
0000001730	11/21/2000	0000011437	TOTAL UPGRADE SOLUTIONS INC	Paid		OUICK1	18,378.90
0000001731	11/21/2000	0000003607	CARTER & BURGESS INC	Paid		OUICK1	93.49
0000001732	11/21/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK3	178,485.73
0000001733	11/21/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK1	74,904.88
0000001734	11/21/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK1	60,531.63
0000001735	11/21/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK1	92,556.86
0000001736	11/21/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK1	119,154.09
0000001737	11/21/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK1	407,553.79
0000001738	11/21/2000	0000000962	SECURITY TECHNOLOGIES GROUP INC	Paid		OUICK1	24,086.02
0000001739	11/21/2000	0000016954	THE BOARD ROOM INC	Paid		OUICK1	16,105.00
0000001740	11/21/2000	0000040387	EXFO ELECTRO OPTICAL ENGINEERING INC	Paid		OUICK1	74,660.00
0000001741	11/21/2000	0000010917	FISK ELECTRIC COMPANY	Paid		OUICK1	13,649.00
0000001742	11/21/2000	0000010917	FISK ELECTRIC COMPANY	Paid		OUICK1	78,245.50
0000001743	11/21/2000	0000003607	CARTER & BURGESS INC	Paid		OUICK1	140,312.13
0000001744	11/27/2000	0000002852	ACT NETWORKS INC	Paid		WVFWRK	27,721.31
0000001745	11/27/2000	000001703	ADC TELECOMMUNICATIONS	Paid		WVFWRK	13,676.38
0000001746	11/27/2000	0000000978	ADVANCED FIBER COMMUNICATIONS	Paid		WVFWRK	1,943,398.97
0000001747	11/27/2000	0000043202	AGILENT TECHNOLOGIES	Paid		WVFWRK	3,040
0000001748	11/27/2000	0000036714	ALLEGHENY BUILDERS INC	Paid		WVFWRK	74,928.05
0000001749	11/27/2000	0000009443	ALLIED GROUP INC	Paid		WVFWRK	114,753.84
0000001750	11/27/2000	0000039278	AMERIWAVE TECHNOLOGIES	Paid		WVFWRK	63,255.00
0000001751	11/27/2000	0000038634	ASPEN SYSTEMS INC	Paid		WVFWRK	1,968.53
0000001752	11/27/2000	0000040697	AZTECA TECH SERVICE	Paid		WVFWRK	20,473.85
0000001753	11/27/2000	0000000907	BAIRD SATELLITE	Paid		WVFWRK	492.16
0000001754	11/27/2000	0000036480	BCC BLACKBOX	Paid		WVFWRK	144,232.14
0000001755	11/27/2000	0000047124	BOVIS LEASE INC	Paid		WVFWRK	25,984.00
0000001756	11/27/2000	0000041246	BULLIDERS GROUP	Paid		WVFWRK	210,092.41
0000001757	11/27/2000	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		WVFWRK	372,422.00
0000001758	11/27/2000	00000030480	CAMSAN INC	Paid		WVFWRK	6,000.00
0000001759	11/27/2000	0000031464	CARRIER ACCESS CORPORATION	Paid		WVFWRK	922,832.50

2125844873 P 15

Report ID W1ckhls
Operator ID DNIDOWIC
Run Control CHECK

Activity From 10/12/2000 To 11/27/2000
Bank Account WYF01

Printed
Run Date
Run Time

4:04 50 PM 11/27/2000

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount in
0000001760	11/27/2000	0000003607	CARTER & BURGESS INC	Paid		WYFWK	82,962.00
0000001761	11/27/2000	0000003607	CARTER & BURGESS INC	Paid		WYFWK	7,050.00
0000001762	11/27/2000	0000043585	CERAGON NETWORKS INC	Paid		WYFWK	310,520.00
0000001763	11/27/2000	0000045191	CLEARVIEW ELECTRIC INC	Paid		WYFWK	12,200.00
0000001764	11/27/2000	0000089655	COM NET CONSTRUCTION SERVICES	Paid		WYFWK	127,682.82
0000001765	11/27/2000	0000092071	COMSEARCH	Paid		WYFWK	108,684.00
0000001766	11/27/2000	0000002071	COMSEARCH	Overflow		WYFWK	0.00
0000001767	11/27/2000	0000002071	COMSEARCH	Overflow		WYFWK	0.00
0000001768	11/27/2000	0000002071	COMSEARCH	Overflow		WYFWK	0.00
0000001769	11/27/2000	0000002071	COMSEARCH	Overflow		WYFWK	0.00
0000001770	11/27/2000	0000002071	COMSEARCH	Overflow		WYFWK	0.00
0000001771	11/27/2000	0000002071	COMSEARCH	Overflow		WYFWK	0.00
0000001772	11/27/2000	0000001453	CONNECTION CONCEPTS INC	Paid		WYFWK	14,053.00
0000001773	11/27/2000	0000001453	CONNECTION CONCEPTS INC	Paid		WYFWK	13,625.00
0000001774	11/27/2000	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WYFWK	120,875.00
0000001775	11/27/2000	0000001002	DIGITAL MICROWAVE CORP	Paid		WYFWK	49,760.00
0000001776	11/27/2000	0000039199	ELECTRICAL CONSTRUCTION CO	Paid		WYFWK	132,877.66
0000001777	11/27/2000	0000004658	ELECTRONIC TEL-COMMUNICATIONS CORP	Paid		WYFWK	28,041.82
0000001778	11/27/2000	0000043595	ENTREX COMMUNICATION SERVICES INC	Paid		WYFWK	18,068.99
0000001779	11/27/2000	0000042009	EPUS TECHNOLOGY INC	Paid		WYFWK	15,199.54
0000001780	11/27/2000	000004326	ESD SYSTEMS	Paid		WYFWK	23,100.00
0000001781	11/27/2000	0000044216	EXCEL PAINTING COMPANY	Paid		WYFWK	17,850.00
0000001782	11/27/2000	0000040387	EXFO ELECTRO OPTICAL ENGINEERING INC	Paid		WYFWK	18,665.00
0000001783	11/27/2000	0000010917	FISK ELECTRIC COMPANY	Paid		WYFWK	169,218.57
0000001784	11/27/2000	0000010917	FISK ELECTRIC COMPANY	Paid		WYFWK	33,781.05
0000001785	11/27/2000	0000031289	FOUNDRY NETWORKS INC	Paid		WYFWK	725,811.00
0000001786	11/27/2000	0000009885	FRANK PARSONS PAPER COMPANY INC	Paid		WYFWK	8,339.10
0000001787	11/27/2000	0000001302	G S ELECTRIC CO	Paid		WYFWK	19,390.00
0000001788	11/27/2000	0000000093	GENSLER	Paid		WYFWK	25,837.87
0000001789	11/27/2000	0000000093	GRAYBAR	Paid		WYFWK	16,303.32
0000001790	11/27/2000	0000000093	GRAYBAR	Paid		WYFWK	6,414.88
0000001791	11/27/2000	0000000093	GRAYBAR	Paid		WYFWK	208.78
0000001792	11/27/2000	0000008606	GUILD TECHNOLOGIES	Paid		WYFWK	478,511.75
0000001793	11/27/2000	0000008606	GUILD TECHNOLOGIES	Overflow		WYFWK	0.00
0000001794	11/27/2000	0000008606	GUILD TECHNOLOGIES	Overflow		WYFWK	0.00
0000001795	11/27/2000	0000008606	GUILD TECHNOLOGIES	Overflow		WYFWK	0.00
0000001796	11/27/2000	0000032077	HELP SERVICE CO	Paid		WYFWK	46,845.00
0000001797	11/27/2000	0000004929	HOGANTEC INC	Paid		WYFWK	18,730.00

2125844073 P 16

Report ID W1 0010
Printer ID DNDOWIC
Run Control CHECK

C History Report
People's Accounts Payable
Activity From: 10/12/2000 To 11/27/2000
Bank Account WVF001

NOV 27-2000
11/27/00
4 04 50 PM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001797	11/27/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Paid		WVF001	560 264 74
0000001798	11/27/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Overflow		WVF001	0 00
0000001799	11/27/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Overflow		WVF001	0 00
0000001800	11/27/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Overflow		WVF001	0 00
0000001801	11/27/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Overflow		WVF001	0 00
0000001802	11/27/2000	0000005630	HUGHES NETWORK SYSTEMS INC	Paid		WVF001	165 875 00
0000001803	11/27/2000	0000000913	LIEBERT CORPORATION	Paid		WVF001	56 636 36
0000001804	11/27/2000	00000033206	MARCOMI COMMUNICATIONS	Paid		WVF001	94 79 79
0000001805	11/27/2000	00000033222	MARKET HALSEY URBAN RENEWAL LLC	Paid		WVF001	30 00 00
0000001806	11/27/2000	0000042503	MASTEC TECHNOLOGIES	Paid		WVF001	63 906 00
0000001807	11/27/2000	0000018207	MDM WEST INC	Paid		WVF001	44 091 77
0000001808	11/27/2000	0000002756	MICROWAVE DESIGNS INTERNATIONAL, INC	Paid		WVF001	61 951 00
0000001809	11/27/2000	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVF001	13 229 63
0000001810	11/27/2000	0000002749	N J SULLIVAN CO INC	Paid		WVF001	9 153 00
0000001811	11/27/2000	0000043613	NEWTON INSTRUMENT COMPANY INC	Paid		WVF001	2 881 81
0000001812	11/27/2000	0000039585	OSAGE SYSTEMS GROUP INC	Paid		WVF001	643 793 21
0000001813	11/27/2000	0000002200	OSF CONSULTANTS INC	Paid		WVF001	175 722 00
0000001814	11/27/2000	0000002200	OSF CONSULTANTS INC	Overflow		WVF001	0 00
0000001815	11/27/2000	0000000002	P-COM INC	Paid		WVF001	2 511 131 50
0000001816	11/27/2000	0000000002	P-COM INC	Overflow		WVF001	0 00
0000001817	11/27/2000	0000000002	P-COM INC	Paid		WVF001	17 600 00
0000001818	11/27/2000	0000002705	P COM NETWORK SERVICES INC	Paid		WVF001	32 136 04
0000001819	11/27/2000	0000002705	P COM NETWORK SERVICES INC	Paid		WVF001	0 00
0000001820	11/27/2000	0000008799	POND & COMPANY	Overflow		WVF001	0 00
0000001821	11/27/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF001	38 001 74
0000001822	11/27/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF001	756 565 75
0000001823	11/27/2000	0000005251	PRIME ELECTRIC COMPANY INC	Overflow		WVF001	0 00
0000001824	11/27/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF001	293 056 00
0000001825	11/27/2000	0000009911	PRIME ELECTRIC COMPANY INC	Overflow		WVF001	0 00
0000001826	11/27/2000	0000003050	PROGRESSIVE TECHNOLOGIES INC	Paid		WVF001	456 118 00
0000001827	11/27/2000	0000043371	PROJECT INTERFACE CONNECTIONS	Paid		WVF001	1 875 00
0000001828	11/27/2000	0000008827	OSERVE COMMUNICATIONS	Paid		WVF001	21 406 50
0000001829	11/27/2000	0000034336	RAINBOW DISTRIBUTORS USA INC	Paid		WVF001	306 00
0000001830	11/27/2000	0000034336	REDLINE COMMUNICATIONS INC	Paid		WVF001	3 853 75
0000001831	11/27/2000	0000003375	ROTMAN ELECTRICAL CO INC	Paid		WVF001	16 450 68
0000001832	11/27/2000	0000045298	RSA SECURITY INC	Paid		WVF001	31 986 86
0000001833	11/27/2000	0000031562	SACHS SYSTEMS INC	Paid		WVF001	29 623 77
0000001834	11/27/2000	0000019187	SCHULD INCORPORATED	Paid		WVF001	135 121 29

2125844073 P 17

Report ID WL 011814
Operator ID DNDOWIC
Run Control CHECK

Activity From 10/12/2000 To 11/27/2000
Bank Account WYFOP

Check History Report

Peop. Joff Accounts Payable

Activity From 10/12/2000 To 11/27/2000

Bank Account WYFOP

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001834	11/27/2000	0000003743	SECURITY TECHNOLOGIES GROUP	Paid		WVFWK	11,900.01
0000001835	11/27/2000	0000000937	SOLUNET INC	Paid		WVFWK	2,460,763.51
0000001836	11/27/2000	0000036924	SPECTRA SITE	Paid		WVFWK	162,968.01
0000001837	11/27/2000	0000010908	STEALTH NETWORK TECHNOLOGIES INC	Paid		WVFWK	160,554.81
0000001838	11/27/2000	0000034136	STRATA INC	Paid		WVFWK	69,213.31
0000001839	11/27/2000	0000040181	SUNGLO TELECOM	Paid		WVFWK	5,975.01
0000001840	11/27/2000	0000001337	SUNGLO TELECOM INC	Paid		WVFWK	107,091.50
0000001841	11/27/2000	0000001001	SURE POWER	Paid		WVFWK	7,320.00
0000001842	11/27/2000	0000032114	TAYLOR COMMUNICATIONS INC	Paid		WVFWK	24.31
0000001843	11/27/2000	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVFWK	62,919.00
0000001844	11/27/2000	0000000048	TELLABS OPERATIONS	Paid		WVFWK	1,909,638.36
0000001845	11/27/2000	0000000048	TELLABS OPERATIONS	Paid		WVFWK	0.00
0000001846	11/27/2000	0000001022	TESSCO TECHNOLOGIES INC	On flow		WVFWK	1,361.78
0000001847	11/27/2000	0000017174	THE COURNEY COMPANY	Paid		WVFWK	16,428.50
0000001848	11/27/2000	0000004680	TTC	Paid		WVFWK	47,279.44
0000001849	11/27/2000	00000045020	TUSI CABLING SOLUTIONS INCORPORATED	Paid		WVFWK	316,513.69
0000001850	11/27/2000	0000041228	URS GREINER WOODWARD CYCLE	Paid		WVFWK	6,987.64
0000001851	11/27/2000	0000010543	VA LINUX SYSTEMS	Paid		WVFWK	11,190.05
0000001852	11/27/2000	0000000959	VALMONT MICROFLECT INC	Paid		WVFWK	16,305.93
0000001853	11/27/2000	0000045556	WESTEK ELECTRONICS INC	Paid		WVFWK	2,863.58
0000001854	11/27/2000	0000001252	WESTERN COMM TOWER INC	Paid		WVFWK	10,747.22
0000001855	11/27/2000	0000008495	VOLT SERVICES GROUP	Paid		OUICK9	29,470.00
0000001856	11/27/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK9	109,274.75
0000001857	11/27/2000	0000041708	BURR COMPUTER ENVIRONMENTS INC	Paid		OUICK9	384,393.90
0000001858	11/27/2000	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		OUICK1	471.31
0000001859	11/27/2000	0000000906	ANIXTER INC	Paid		OUICK1	260,575.45
0000001860	11/27/2000	0000001137	SUNGLO TELECOM INC	Paid		OUICK9	148,783.30
0000001861	11/27/2000	0000002705	P-COM NETWORK SERVICES INC	Paid		OUICK9	210,926.00

Total Amount 30,669,953.55

Less Voided

21,259,440.73

TOTAL P 18

LW00071223

**ROA
TAB
486**

NOTICE OF REQUEST FOR BORROWING

To **Lucent Technologies Inc , as Administrative Agent**

Reference is made to the Credit Agreement dated as of May 4 2000 among WVF LU2 LLC (the Borrower"), Winstar Communications Inc (Winstar) the lenders which are a party thereto, The Bank of New York as Collateral Agent, and Lucent Technologies Inc as Administrative Agent (as amended from time to time the Credit Agreement) Unless otherwise defined herein capitalized terms defined in the Credit Agreement and used herein shall have the same meaning ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.03 the Credit Agreement, the Borrower hereby gives the Administrative Agent written notice of request for a Borrowing according to the following instructions

I Total Amount of Borrowing:

- a) Amount of Borrowing to be paid directly to
Lucent for Lucent Invoices
- b) Amount of Borrowing to be paid directly to
Lucent for Lucent Subsidiary Invoices
- c) Amount of Borrowing to be paid directly to
Lucent for Lucent International Invoices
- d) Amount of Borrowing to be paid directly to
Lucent for Lucent Arrangement Fees
- e) Amount of Borrowing to be paid directly to
the Borrower Non Lucent Equipment

\$ 32,006,966.01

\$ 15,942.95

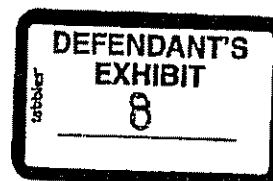
\$ 663,637.32

\$ 1,327,333.70

\$

\$ 30,000,052.04

BANK NAME	STATE STREET BANK & TRUST
	BOSTON MA
ABA NUMBER	011 000 028
ACCOUNT NAME	MERRILL GROUP
	CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO	WVF LU2, LLC
ACCOUNT NUMBER	3324772
AMOUNT	\$



CONFIDENTIAL
3WC 0008176

BANK NAME STATE STREET BANK & TRUST
BOSTON MA
ABA NUMBER 011 000 028
ACCOUNT NAME MERRILL GROUP
CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO
ACCOUNT NUMBER WVF LU2 LLC
3324773
AMOUNT \$ 30,000,052.04

2 Effective Date of Borrowing: December 29, 2000
3 Type of Borrowing: _____ LIBOR X ABR
4 Interest Period Months: _____ 1 _____ 2 _____ 3
_____ 6 _____ 9 _____ 12

5 The Lucent invoices to be paid with the Borrowing are listed on Schedule A attached

The Borrower hereby certifies that all conditions for borrowing set forth in Section 4.03 the Credit Agreement have been satisfied or will be satisfied as of the date hereof and the date the borrowing is made

Dated this 22 day of December 2000

WVF LU2 LLC

By 

Name Richard Uhl

CONFIDENTIAL
3WC 0008177

12/22/2000 12 35 PM

Lucent Invoices - Draw 6

December 29, 2000

	Invoice #	Invoice Amt
<u>DOMESTIC</u>		
PARENT	30110168	105 00 30110168
PARENT	40113486	35 00 40113486
PARENT	60109125	335 00 60109125
PARENT	SU022487	300 86
PARENT	10106641	35 00 10106641
PARENT	60109296	370 00 60109296
PARENT	50113939	70 00 50113939
PARENT	10106541	970 00 10106541
PARENT	60109190	335 00 60109190
PARENT	40113954	3 435 50 40113954
PARENT	30110465	35 00 30110465
PARENT	40114021	580 00 40114021
PARENT	30111021	35 00 30111021
PARENT	60109499	370 00 60109499
PARENT	40114870	835 00 40114870
PARENT	ER011587	174 959 27 ER011587
PARENT	S0954714	5 23
PARENT	S0958427	5 23
PARENT	50115206	35 00
PARENT	30111516	35 00
PARENT	NR010436	3 004 00 NR010436
PARENT	WR001048	(8,238 90) Paid and processed by AP in Iv
		(161,708 24) Lucent Credit for Marketing D
PARENT TOTAL		15,942 95
NETWORK CARE	PS 37325	19,434 00
NETWORK CARE	PS 32263	47 479 00
NETWORK CARE	PS-32262	5,284 07
NETWORK CARE	PS-34586	7,986 19
NETWORK CARE	PS 30807	24 808 00
TOTAL NETWORK CARE		104 991 26
Ascend Group	400022568	4,528 51
Ascend Group	400020887	68 46
Ascend Group	400027060	272,997 16
Ascend Group	400027018	279,447 00
Ascend Group	400026681	1 604 93

12/22/2000 12 35 PM

Lucent Invoices - Draw 6

December 29, 2000

Invoice #	Invoice Amt
TOTAL ASCEND	558 646 06
TOTAL DOMESTIC	679,580 27

12/22/2000 12 35 PM

Lucent Invoices - Draw 6

December 29, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
<u>INTERNATIONAL</u>		
FRANCE	985427	36,196 00
FRANCE	985428	36,196 00
FRANCE	985429	36 196 00
	<u>FRANCE TOTAL</u>	<u>108 588 00</u>
BELGIUM	983214	14 304 00
BELGIUM	985269	5 382 00
BELGIUM	985563	27 554 00
BELGIUM	985561	27 554 00
BELGIUM	985560	27 554 00
BELGIUM	985381	2 333 00
BELGIUM	985386	2 333 00
BELGIUM	985362	2 933 00
BELGIUM	985357	2 933 00
BELGIUM	984882	5 382 00
BELGIUM	983520	12 831 00
BELGIUM	983722	14,552 00
BELGIUM	984556	9 421 00
	<u>BELGIUM TOTAL</u>	<u>155,066 00</u>
NETHERLANDS	985531	65,266 00
NETHERLANDS	985532	65 266 00
NETHERLANDS	985533	65,266 00
NETHERLANDS	985238	25 507 00
NETHERLANDS	978028	13,413 00
NETHERLANDS	984746	(13,413 00)
	<u>NETHERLANDS TOTAL</u>	<u>221,305 00</u>
UNITED KINGDOM	985873	16 773 95
UNITED KINGDOM	985569	28 449 00
UNITED KINGDOM	985568	28,449 00
UNITED KINGDOM	985566	28 449 00
UNITED KINGDOM	983769	22 176 00
UNITED KINGDOM	985784	114 820 75

12/22/2000 12 35 PM

Lucent Invoices - Draw 6

December 29, 2000

	Invoice #	Invoice Amt	
UNITED KINGDOM	985711	74 564 15	
	<u>UNITED KINGDOM TOTAL</u>	<u>313 681 85</u>	
GERMANY	985538	30,130 00	
GERMANY	985534	30,130 00	
GERMANY	985536	30 130 00	
GERMANY	985753	9 047 00	
GERMANY	985716	35 988 85	
GERMANY	983686	18 190 00	
	<u>GERMANY TOTAL</u>	<u>153 615 85</u>	
EUROPE	985465	1,257 75	
EUROPE	985461	(1,257 75)	
EUROPE	985466	88 878 31	
EUROPE	985463	(88 878 31)	
	<u>EUROPE TOTAL</u>	<u></u>	
ARGENTINA	2s510135	107 285 00	Lucent USA
ARGENTINA	2s510154	25 198 00	Lucent USA
ARGENTINA	2s510145	42,680 00	Lucent USA
ARGENTINA	2s510158	4,100 00	Lucent USA
ARGENTINA	2s510157	652 00	Lucent USA
ARGENTINA	2s510160	25 200 00	Lucent USA
ARGENTINA	2s510159	11,460 00	Lucent USA
ARGENTINA	2s510161	9,856 00	Lucent USA
ARGENTINA	2s510163	896 00	Lucent USA
ARGENTINA	2s510166	18 750 00	Lucent USA
ARGENTINA	2s510168	129,000 00	Lucent USA
	<u>ARGENTINA TOTAL</u>	<u>375,077 00</u>	
	<u>INTERNATIONAL TOTAL</u>	<u>1 327,333 70</u>	



Report ID W1_ekhs
Operator I PDESIMON
Run Contr CHECK

Check History Report
Peoplesoft Accounts Payable
Activity From 11/28/2000 To 12/21/2000

Bank Account WYFOP

FINANCIAL
12/22

Page No 1
Run Date 12/22/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001862	11/28/2000	0000034338	REDLINE COMMUNICATIONS INC	Paid		OUICK1	34 366 84
0000001863	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVFWK	0 00
0000001864	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001865	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001866	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001867	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001868	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001869	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001870	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001871	11/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001872	11/30/2000	0000000001	IMCI TECHNOLOGIES	Overflow		WVFWK	0 00
0000001873	11/30/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	16 564 08
0000001874	11/30/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK9	35 983 09
0000001875	11/30/2000	0000017809	SIEMENS INFORMATION & COMM NETWORKS	Paid		OUICK1	134 491 99
0000001876	12/12/2000	0000007324	CIC ASSOCIATES INC	Paid		OUICK1	639 277 20
0000001877	12/12/2000	0000000002	P COM INC	Paid		OUICK4	103 969 78
0000001878	12/12/2000	00000033206	MARCONI COMMUNICATIONS	Paid		OUICK4	1 943 634 50
0000001879	12/12/2000	0000000906	ANIXTER INC	Paid		OUICK4	128 687 69
0000001880	12/12/2000	0000000906	ANIXTER INC	Paid		OUICK4	153 494 80
0000001881	12/12/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK4	84 348 53
0000001882	12/12/2000	0000045247	SPECIALTY CONSTRUCTION INC	Paid		OUICK1	4 349 24
0000001883	12/12/2000	0000007772	HNS TELECOM	Paid		OUICK1	214 704 00
0000001884	12/12/2000	0000011669	HIGGINS NETWORK SERVICES	Paid		OUICK1	73 845 20
0000001885	12/12/2000	0000043595	ENTREX COMMUNICATION SERVICES INC	Paid		OUICK1	34 512 79
0000001886	12/12/2000	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		OUICK1	11 970 26
0000001887	12/12/2000	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		OUICK1	98 667 63
0000001888	12/12/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK1	44 357 47
0000001889	12/12/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK1	93 920 24
0000001890	12/12/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK1	92 308 29
0000001891	12/12/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK6	74 129 00
0000001892	12/12/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK6	51 315 29
0000001893	12/12/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK1	90 533 25
0000001894	12/12/2000	0000038852	EC COMPANY	Paid		OUICK6	66 106 75
0000001895	12/12/2000	0000008606	GUILD TECHNOLOGIES	Paid		OUICK1	20 133 57
0000001896	12/12/2000	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK1	2 051 34
0000001897	12/12/2000	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK1	77 740 00
0000001898	12/12/2000	0000009913	LIEBERT CORPORATION	Paid		OUICK1	21 473 75
						OUICK1	4 945 21

CONFIDENTIAL
3WC 0008162



Report ID WZ_cshla
Operator 1 PDESIMON
Run Contr CHECK

Check History Report
Peoplesoft Accounts Payable
Activity From 11/28/2000 To 12/21/2000

Bank Account WVP01

Page No 2
Run Date 12/23/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001899	12/8/2000	0000033206	MARCONI COMMUNICATIONS	Paid		OUICK1	107 613 12
0000001900	12/8/2000	0000001001	SURE POWER	Paid		OUICK1	49 920 00
0000001901	12/8/2000	0000001001	SURE POWER	Paid		OUICK1	88 320 00
0000001902	12/8/2000	0000001001	SURE POWER	Paid		OUICK1	84 480 00
0000001903	12/8/2000	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		OUICK3	182 492 30
0000001904	12/11/2000	0000040697	AZTEK TECH SERVICE	Paid		OUICK4	6 077 10
0000001905	12/13/2000	0000000002	P COM INC	Paid		OUICK4	2 427 716 00
0000001906	12/14/2000	0000000093	GRAYBAR	Paid		OUICK8	3 445 99
0000001907	12/14/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK8	66 558 83
0000001908	12/14/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	1 043 60
0000001909	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		OUICK8	181 220 40
0000001910	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		OUICK1	123 772 80
0000001911	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		OUICK1	36 046 48
0000001912	12/15/2000	0000045185	GIANNI ELECTRIC INC	Paid		OUICK1	14 481 52
0000001913	12/15/2000	000008197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK3	56 872 00
0000001914	12/18/2000	000005345	CPI COMMUNICATION SERVICES INC	Paid		OUICK3	44 955 00
0000001915	12/18/2000	0000045371	OSERVE COMMUNICATIONS	Paid		OUICK3	6 000 00
0000001916	12/19/2000	0000001297	HUGH OKANE ELECTRIC CO LLC	Paid		OUICK3	110 371 56
0000001917	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001918	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001919	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001920	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001921	12/19/2000	0000033206	MARCONI COMMUNICATIONS	Paid		OUICK3	197 454 60
0000001922	12/19/2000	0000009441	ALLIED GROUP INC	Paid		OUICK3	66 912 95
0000001923	12/19/2000	0000045032	C C C NETWORK SYSTEMS INC	Paid		OUICK3	576 805 52
0000001924	12/19/2000	0000003607	CARTER & BURGESS INC	Paid		OUICK3	403 044 94
0000001925	12/19/2000	0000003270	CONSTRUCTORS & ASSOCIATES INC	Paid		OUICK3	12 724 00
0000001926	12/20/2000	0000004837	CREATIVE DESIGN AND MACHINING INC	Paid		OUICK4	11 700 00
0000001927	12/20/2000	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		OUICK1	53 700 00
0000001928	12/20/2000	0000040387	EXO ELECTRO OPTICAL ENGINEERING INC	Paid		OUICK3	18 665 00
0000001929	12/20/2000	0000000093	GRAYBAR	Paid		OUICK1	7 700 00
0000001930	12/20/2000	0000042503	MASTEC TECHNOLOGIES	Paid		OUICK1	63 906 00
0000001931	12/20/2000	0000001022	TESSCO TECHNOLOGIES INC	Paid		OUICK1	4 456 92
0000001932	12/20/2000	0000018207	MDM WEST INC	Paid		OUICK1	50 372 57
0000001933	12/20/2000	0000602749	N J SULLIVAN CO INC	Paid		OUICK1	31 614 38
0000001934	12/20/2000	0000033441	ALPHA TELECOM SERVICES CO	Paid		OUICK3	138 369 75
0000001935	12/20/2000	0000008453	C RALLO CONTRACTING	Paid		OUICK1	60 046 97

CONFIDENTIAL
3WC 0008183



Report ID WT_ckhls
Operator 1 PDESIMON
Run Contr CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 11/28/2000 To 12/21/2000

Bank Account WFFWJ

Page No 3
Run Date 12/22/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001936	12/20/2000	0000010917	FISK ELECTRIC COMPANY	Paid		OUICK4	189 616 20
0000001937	12/20/2000	0000001302	GENSLER	Paid		OUICK1	34 734 03
0000001938	12/20/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK3	18 957 00
0000001939	12/20/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		OUICK3	74 015 00
0000001940	12/20/2000	0000002200	OSP CONSULTANTS INC	Paid		OUICK1	18 645 00
0000001941	12/20/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK3	392 118 25
0000001942	12/20/2000	0000003401	SECURITY TECHNOLOGIES GROUP INC	Paid		OUICK3	364 793 88
0000001943	12/20/2000	0000000962	SUNGLO TELECOM INC	Paid		OUICK3	46 735 61
0000001944	12/20/2000	0000001337	THE BOARD ROOM INC	Paid		OUICK3	66 201 82
0000001945	12/20/2000	0000036954	THE COURTNEY COMPANY	Paid		OUICK1	15 958 78
0000001946	12/20/2000	0000017174	URS GREINER WOODWARD CYCLE	Paid		OUICK1	16 428 50
0000001947	12/20/2000	0000004128	VECA ELECTRIC CO INC	Paid		OUICK7	84 294 75
0000001948	12/20/2000	0000009431	VERITAS SOFTWARE CORPORATION	Paid		OUICK4	65 123 37
0000001949	12/20/2000	0000033801	WESTERN COMM TOWER INC	Paid		OUICK4	55 039 69
0000001950	12/20/2000	0000003630	MCMMASTER CARR SUPPLY COMPANY	Paid		OUICK4	12 945 00
0000001951	12/20/2000	0000001252	AMERWAVE TECHNOLOGIES	Paid		OUICK1	10 747 22
0000001952	12/20/2000	0000000901	COMSEARHC	Paid		OUICK1	5 957 10
0000001953	12/20/2000	0000039278	COMSEARHC	Paid		OUICK1	63 255 00
0000001954	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	48 059 50
0000001955	12/20/2000	0000002071	COMSEARHC	Paid		OUICK7	37 192 50
0000001956	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	50 335 00
0000001957	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	35 985 00
0000001958	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	42 565 00
0000001959	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	33 790 00
0000001960	12/20/2000	0000002071	COMSEARHC	Paid		OUICK7	24 648 75
0000001961	12/20/2000	0000002071	COMSEARHC	Paid		OUICK4	39 208 00
0000001962	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	23 613 50
0000001963	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	14 665 00
0000001964	12/20/2000	0000002071	COMSEARHC	Paid		OUICK1	11 991 25
0000001965	12/20/2000	0000002071	COMSEARHC	Paid		OUICK4	8 991 25
0000001966	12/20/2000	0000002071	COMSEARHC	Paid		OUICK4	8 218 75
0000001967	12/20/2000	0000010917	FISK ELECTRIC COMPANY	Paid		OUICK1	16 799 00
0000001968	12/21/2000	0000000093	GRAYBAR	Paid		OUICK1	44 967 24
0000001969	12/21/2000	0000000002	P COM INC	Paid		OUICK1	2 000 320 59
0000001970	12/21/2000	0000000002	AGILENT TECHNOLOGIES	Paid		OUICK4	4 503 458 26
0000001971	12/21/2000	0000043202	ALLEGHENY BUILDERS INC	Paid		WVFWK2	3 040 95
0000001972	12/21/2000	0000036714	ALLEGHENY BUILDERS INC	Paid		WVFWK2	83 748 00

CONFIDENTIAL
3WC 0008184



Report ID WJ_ckhia
Operator 1 PDESIMON
Run Contr CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 11/28/2000 To 12/21/2000

Bank Account WFF03

Page No 4
Run Date 12/22/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001973	12/21/2000	0000009413	ALLIED GROUP INC	Paid		WFFWK2	32 740 61
0000001974	12/21/2000	0000009275	AMERIWAVE TECHNOLOGIES	Paid		WFFWK2	4 600 00
0000001975	12/21/2000	0000000906	ANIXTER INC	Paid		WFFWK2	99 650 57
0000001976	12/21/2000	0000038634	ASPEN SYSTEMS INC	Paid		WFFWK2	1 968 53
0000001977	12/21/2000	0000000907	BAIRD SATELLITE	Paid		WFFWK2	492 36
0000001978	12/21/2000	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		WFFWK2	4 509 00
0000001979	12/21/2000	00000031484	CARTER & BURGESS INC	Paid		WFFWK2	2 880 660 75
0000001980	12/21/2000	0000003607	CERAGON NETWORKS INC	Paid		WFFWK2	2 860 98
0000001981	12/21/2000	0000043585	CIC ASSOCIATES INC	Paid		WFFWK2	11 203 15
0000001982	12/21/2000	0000007324	CONTINENTAL RESOURCES	Paid		WFFWK2	2 567 00
0000001983	12/21/2000	00000032486	CPI COMMUNICATION SERVICES INC	Paid		WFFWK2	23 582 33
0000001984	12/21/2000	0000005345	DBI ARCHITECTS	Paid		WFFWK2	42 778 00
0000001985	12/21/2000	0000000059	DELTA CONTRACTORS INC	Paid		WFFWK2	3 430 05
0000001986	12/21/2000	0000042344	ELECTRIC MACHINERY ENTERPRISES INC	Paid		WFFWK2	41 612 71
0000001987	12/21/2000	0000046014	ELECTRONIC TELE COMMUNICATIONS CORP	Paid		WFFWK2	375 00
0000001988	12/21/2000	0000007636	ELECTRIC CONSTRUCTION CO	Paid		WFFWK2	15 214 56
0000001989	12/21/2000	00000039199	EPLUS TECHNOLOGY INC	Paid		WFFWK2	20 133 57
0000001990	12/21/2000	0000004658	FIBER INSTRUMENT SALES INC	Paid		WFFWK2	28 041 82
0000001991	12/21/2000	0000042009	FISK ELECTRIC COMPANY	Paid		WFFWK2	15 199 54
0000001992	12/21/2000	0000041577	FRANK PARSONS PAPER COMPANY INC	Paid		WFFWK2	738 56
0000001993	12/21/2000	0000010917	G S ELECTRIC CO	Paid		WFFWK2	126 024 61
0000001994	12/21/2000	0000010917	GIANNI ELECTRIC INC	Paid		WFFWK2	33 781 95
0000001995	12/21/2000	0000033434	GRAYBAR	Paid		WFFWK2	8 339 10
0000001996	12/21/2000	0000009885	GUILD TECHNOLOGIES	Paid		WFFWK2	5 920 00
0000001997	12/21/2000	0000001307	GUILD TECHNOLOGIES	Paid		WFFWK2	2 616 36
0000001998	12/21/2000	0000045185	GUILD TECHNOLOGIES	Paid		WFFWK2	39 768 00
0000001999	12/21/2000	0000000093	GUILD TECHNOLOGIES	Paid		WFFWK2	993 95
0000002000	12/21/2000	0000000093	GUILD TECHNOLOGIES	Paid		WFFWK2	778 94
0000002001	12/21/2000	0000008606	GUILD TECHNOLOGIES	Paid		WFFWK2	197 917 20
0000002002	12/21/2000	0000008606	GUILD TECHNOLOGIES	Paid		WFFWK2	0 00
0000002003	12/21/2000	0000008606	GUILD TECHNOLOGIES	Paid		WFFWK2	0 00
0000002004	12/21/2000	0000003459	GUILD TECHNOLOGIES	Paid		WFFWK2	2 578 60
0000002005	12/21/2000	0000032077	GUILD TECHNOLOGIES	Paid		WFFWK2	232 202 00
0000002006	12/21/2000	0000004929	GUILD TECHNOLOGIES	Paid		WFFWK2	121 048 00
0000002007	12/21/2000	0000001292	GUILD TECHNOLOGIES	Paid		WFFWK2	288 181 82
0000002008	12/21/2000	0000001292	GUILD TECHNOLOGIES	Paid		WFFWK2	0 00
0000002009	12/21/2000	0000001292	GUILD TECHNOLOGIES	Paid		WFFWK2	0 00

CONFIDENTIAL
3WC 0008185



Report ID WJ_ekhis
Operator T PDESIMON
Run Contr CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 11/28/2000 To 12/21/2000
Bank Account WYFOP

Page No 5
Run Date 12/22/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000002010	12/21/2000	0000000001	IMCI TECHNOLOGIES	Paid		WVFWK2	300 000 00
0000002011	12/21/2000	0000045189	J WAYNE POOLE	Paid		WVFWK2	1 787 00
0000002012	12/21/2000	0000045918	JULIUS KRAFT COMPANY INC	Paid		WVFWK2	16 093 85
0000002013	12/21/2000	0000001141	LEE TECHNOLOGIES INC	Paid		WVFWK2	97 800 00
0000002014	12/21/2000	0000045813	LEGATO SYSTEMS INC	Paid		WVFWK2	14 429 00
0000002015	12/21/2000	0000000913	LIEBERT CORPORATION	Paid		WVFWK2	28 282 88
0000002016	12/21/2000	0000032222	MARKET HALSEY URBAN RENEWAL LLC	Paid		WVFWK2	30 000 00
0000002017	12/21/2000	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVFWK2	12 039 86
0000002018	12/21/2000	0000043613	NEWTON INSTRUMENT COMPANY INC	Paid		WVFWK2	2 881 81
0000002019	12/21/2000	0000016817	NORTHCO CORPORATION	Paid		WVFWK2	358 180 38
0000002020	12/21/2000	0000039585	OSAGE SYSTEMS GROUP INC	Paid		WVFWK2	42 889 15
0000002021	12/21/2000	0000002200	OSP CONSULTANTS INC	Paid		WVFWK2	10 869 50
0000002022	12/21/2000	0000002705	P COM NETWORK SERVICES INC	Paid		WVFWK2	109 082 40
0000002023	12/21/2000	0000036143	PIH COMPANY LLC	Paid		WVFWK2	2 417 50
0000002024	12/21/2000	0000008799	P OND & COMPANY	Paid		WVFWK2	23 000 00
0000002025	12/21/2000	0000008799	P OND & COMPANY	Paid		WVFWK2	45 191 27
0000002026	12/21/2000	0000003401	POWER AND TELEPHONE SUPPLY	Overflow		WVFWK2	0 00
0000002027	12/21/2000	0000039167	PREFERRED UTILITIES MANUFACTURING COF	Paid		WVFWK2	145 413 97
0000002028	12/21/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVFWK2	6 381 34
0000002029	12/21/2000	0000000991	PROGRESSIVE TECHNOLOGIES INC	Paid		WVFWK2	33 490 00
0000002030	12/21/2000	0000043825	PROJECT GROUP 2000 LLC	Paid		WVFWK2	456 118 00
0000002031	12/21/2000	0000000500	RAINBOW DISTRIBUTORS USA INC	Paid		WVFWK2	2 280 00
0000002032	12/21/2000	0000008827	RSA SECURITY INC	Paid		WVFWK2	1 875 00
0000002033	12/21/2000	0000045298	SACHS SYSTEMS INC	Paid		WVFWK2	306 00
0000002034	12/21/2000	0000031562	SIGNET TESTING LABS INC	Paid		WVFWK2	6 810 79
0000002035	12/21/2000	0000043083	SOLUNET INC	Paid		WVFWK2	65 602 16
0000002036	12/21/2000	0000000937	SOLUNET INC	Paid		WVFWK2	1 056 00
0000002037	12/21/2000	0000000937	SOLUNET INC	Paid		WVFWK2	1 236 076 66
0000002038	12/21/2000	0000000937	SOLUNET INC	Paid		WVFWK2	0 00
0000002039	12/21/2000	0000034136	STRATA INC	Overflow		WVFWK2	68 065 06
0000002040	12/21/2000	0000040181	SUNGLIO TELECOM	Paid		WVFWK2	0 00
0000002041	12/21/2000	0000001337	SUNGLIO TELECOM INC	Paid		WVFWK2	9 193 00
0000002042	12/21/2000	0000001001	SURE POWER	Paid		WVFWK2	25 412 00
0000002043	12/21/2000	0000032114	TAYLOR COMMUNICATIONS INC	Paid		WVFWK2	11 160 00
0000002044	12/21/2000	0000000048	TELLABS OPERATIONS	Paid		WVFWK2	22 288 68
0000002045	12/21/2000	0000000048	TELLABS OPERATIONS	Paid		WVFWK2	1 115 532 15
0000002046	12/21/2000	0000000048	TELLABS OPERATIONS	Overflow		WVFWK2	0 00

CONFIDENTIAL
3WC 0008188



Report ID WJ_ckhie
Operator I PDESIMON
Run Contr CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 11/28/2000 To 12/21/2000
Bank Account WYF09

Page No 6
Run Date 12/22/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000002047	12/21/2000	0000000048	TELLABS OPERATIONS	OverFlow		WVFWK2	0 00
0000002048	12/21/2000	0000004680	TTC	Paid		WVFWK2	18 256 32
0000002049	12/21/2000	0000000959	VALMONT MICROFLECT INC	Paid		WVFWK2	15 502 15
0000002050	12/21/2000	0000009441	VECA ELECTRIC CO INC	Paid		WVFWK2	41 103 25
0000002051	12/21/2000	0000008495	VOLT SERVICES GROUP	Paid		WVFWK2	4 616 00
0000002052	12/21/2000	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Void		QUICK4	21 544 00
0000002053	12/21/2000	0000041708	BURR COMPUTER ENVIRONMENTS INC	Paid		QUICK4	1 515 627 00
0000002054	12/21/2000	0000044032	C C C NETWORK SYSTEMS INC	Paid		QUICK1	1 624 002 12
0000002055	12/21/2000	0000042503	MASTEC TECHNOLOGIES	Paid		QUICK1	402 217 11
0000002056	12/21/2000	0000000937	SOLUNET INC	Paid		QUICK1	849 709 41
0000002057	12/21/2000	0000000048	TELLABS OPERATIONS	Paid		QUICK1	1 266 715 80
0000002058	12/21/2000	0000039123	VOICE DATA SOLUTIONS INC	Paid		QUICK1	161 892 86
0000002059	12/21/2000	0000036924	SPECTRA SITE	Paid		QUICK1	141 896 10
0000002060	12/21/2000	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		QUICK1	69 325 00

Total Amount 32 954 827 97

LESS VOUCHERS (\$ 21 544 00)
LESS VOUCHERS (\$ 2,433 231 43)
FROM TRANS
DZBULLS

\$ 30,500,000

CONFIDENTIAL
3WC 0008187

**ROA
TAB
487**

DEC-29-2000 11 10

WINSTAR

P 02



NOTICE OF REQUEST FOR BORROWING

To Lucent Technologies Inc, as Administrative Agent

Reference is made to the Credit Agreement dated as of May 4, 2000 among WVF LU2, LLC ("the Borrower"), Winstar Communications Inc. (Winstar) the lenders which are a party thereto The Bank of New York as Collateral Agent and Lucent Technologies Inc as Administrative Agent (as amended from time to time, the Credit Agreement") Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein shall have the same meaning ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.03 the Credit Agreement the Borrower hereby gives the Administrative Agent written notice of request for a Borrowing according to the following instructions

1 Total Amount of Borrowing

\$ 62,324,930.00

- a) Amount of Borrowing to be paid directly to Lucent for Lucent Invoices
- b) Amount of Borrowing to be paid directly to Lucent for Lucent Subsidiary Invoices
- c) Amount of Borrowing to be paid directly to Lucent for Lucent International Invoices
- d) Amount of Borrowing to be paid directly to Lucent for Lucent Arrangement Fees
- e) Amount of Borrowing to be paid directly to the Borrower Non Lucent Equipment

\$ -

\$ -

\$ -

\$ -

\$ 62,324,930.00

BANK NAME	STATE STREET BANK & TRUST
	BOSTON MA
ABA NUMBER	011 000 028
ACCOUNT NAME	MERRILL GROUP
	CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO	WCI Capital Corp
ACCOUNT NUMBER	3316076
AMOUNT	\$ 62,324,930.00



DEC-29-2000 11 10

WINSTAR

P 03

BANK NAME

STATE STREET BANK & TRUST
BOSTON, MA

ABA NUMBER

011 000 028

ACCOUNT NAME

MERRILL GROUP
CREDIT MERRILL PREMIER FUNDFOR FURTHER CREDIT TO
ACCOUNT NUMBER
AMOUNTWVF-I LLC
3324773
\$

2. Effective Date of Borrowing

December 29 2000

3 Type of Borrowing

LIBORX

ABR

4 Interest Period Months

1,2,3,6912

5 The Lucent invoices to be paid with the Borrowing are listed on Schedule A attached

The Borrower hereby certifies that all conditions for borrowing set forth in Section 4.03 the Credit Agreement have been satisfied or will be satisfied as of the date hereof and the date the borrowing is made

Dated this 29 day of December 2000

WVF LU2, LLC

By 

Name Richard J Uhl

Title Group Executive and CFO

TOTAL P 03

DEC-22-2000 13 17

WINSTAR

2125844073 P 01

Winstar Communications, Inc.

Fax Cover Sheet

Date December 22, 2000

To Adrian Alfred

Fax # 908-582-2237

From: Doreene Nidowicz

Phone # 212-792-9069

RI Fax 212-584-4073

of pages (including cover) 13

Message

Attached, please find the draw request for 12/29/00

Please call me if you have any questions

Thanks
Doreene

(908) 559-3013

#35 SM
A/R Balance

DEC-22-2000 13 18

WINSTAR

2125844073 P 04
12/22/00 12:33 PM

Lucent Invoices - Draw 6

December 29, 2000

Invoice #

Invoice Amt.

DOMESTIC

PARENT	30110168	105 00	30110168
PARENT	40113486	35 00	40113486
PARENT	60109125	335 00	60109125
PARENT	SU022487	300 86	
PARENT	10106641	35 00	10106641
PARENT	60109296	370 00	60109296
PARENT	50113939	70 00	50113939
PARENT	10106541	970 00	10106541
PARENT	60109190	335 00	60109190
PARENT	40113954	3 435 50	40113954
PARENT	30110465	35 00	30110465
PARENT	10114021	580 00	40114021
PARENT	30111021	35 00	30111021
PARENT	60109499	370 00	60109499
PARENT	40114870	835 00	40114870
PARENT	ER011587	174 959 27	ER011587
PARENT	S0954714	5 23	
PARENT	S0958427	5 23	
PARENT	S0115206	35 00	
PARENT	30111516	35 00	
PARENT	NR010436	3 004 00	NR010436
PARENT	WR001048	(8 238 90)	Paid and processed by AP in IV
		(161 708 24)	Lucent Credit for Marketing D

PARENT TOTAL

15 942 95

NETWORK CARE	PS-37325	19,434 00
NETWORK CARE	PS-32263	47 479 00
NETWORK CARE	PS-32262	5 284 07
NETWORK CARE	PS-34586	7 986 19
NETWORK CARE	PS-30807	24 808 00
TOTAL NETWORK CARE		104,991 26

Ascend Group	400022568	4,528.51	Processed thru A/P as \$105 28
Ascend Group	400020887	68 46	
Ascend Group	400027060	272 997 16	
Ascend Group	400027018	279 447 00	
Ascend Group	400026681	1 604 93	

DEC-22-2000 13 18

WINSTAR

2125844873 P 05
12/22/2000 12:35 PM

Lucent Invoices - Draw 6

December 29, 2000

<u>Invoice #</u>	<u>Invoice Amt</u>
TOTAL ASCEND	558 646 06
TOTAL DOMESTIC	679,580 27

Page 2 of 4

onfidential

LW00071191

DEC-22-2000 13 18

WINSTAR

2125844073 P 05
12/22/2000 12:35 PM

Lucent Invoices - Draw 6

December 29, 2000

Invoice #

Invoice Amt.

INTERNATIONAL

FRANCE	985427	36,196 00
FRANCE	985428	36,196 00
FRANCE	985429	36,196 00

FRANCE TOTAL108,588 00

BELGIUM	983214	14,304 00
BELGIUM	985269	5 382 00
BELGIUM	985563	27,554 00
BELGIUM	985561	27 554 00
BELGIUM	985560	27 554 00
BELGIUM	985381	2 333 00
BELGIUM	985386	2 333 00
BELGIUM	985362	2 933 00
BELGIUM	985357	2,933 00
BELGIUM	984882	5 382 00
BELGIUM	983520	12 831 00
BELGIUM	983722	14 552 00
BELGIUM	984556	9 421 00

BELGIUM TOTAL155 066 00

NETHERLANDS	985531	65 266 00
NETHERLANDS	985532	65 266 00
NETHERLANDS	985533	65 266 00
NETHERLANDS	985238	25 507 00
NETHERLANDS	978028	13 413 00
NETHERLANDS	984746	(13 413 00)

NETHERLANDS TOTAL221,305 00

UNITED KINGDOM	985873	16 773 95
UNITED KINGDOM	985569	28 449 00
UNITED KINGDOM	985568	28 449 00
UNITED KINGDOM	985566	28 449 00
UNITED KINGDOM	983769	22 176 00
UNITED KINGDOM	985784	111 820 75

DEC-22-2000 13 18

WINSTAP

2125844873 P 07
12/22/00 12:35 PM

Lucent Invoices - Draw 6
December 29, 2000

	Invoice #	Invoice Amt
UNITED KINGDOM	985711	74 564 15
	<u>UNITED KINGDOM TOTAL</u>	<u>313,681 85</u>
GERMANY	985538	30 130 00
GERMANY	985534	30,130 00
GERMANY	985536	30 130 00
GERMANY	985753	9 047 00
GERMANY	985716	35 988 85
GERMANY	983686	18,190 00
	<u>GERMANY TOTAL</u>	<u>153 615 85</u>
EUROPE	985465	1 257 75
EUROPE	985461	(1 257 75)
EUROPE	985466	88 878 31
EUROPE	985463	(88 878 31)
	<u>EUROPE TOTAL</u>	<u></u>
ARGENTINA	2s510135	107 285 00
ARGENTINA	2s510154	25,198 00
ARGENTINA	2s510145	42 680 00
ARGENTINA	2s510158	4 100 00
ARGENTINA	2s510157	652 00
ARGENTINA	2s510160	25,200 00
ARGENTINA	2s510159	11 460 00
ARGENTINA	2s510161	9 856 00
ARGENTINA	2s510163	896 00
ARGENTINA	2s510166	18 750 00
ARGENTINA	2s510168	129,000 00
	<u>ARGENTINA TOTAL</u>	<u>375,077 00</u>
	<u>INTERNATIONAL TOTAL</u>	<u>1 327 333 70</u>

Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA
Lucent USA

ALL
domestic
NO wire
to
Argentina
RECLASS
TO BE
Done by FIDEL
CASTEL

Fidel
Castro

Report ID: WLCHK15
Operator: PDESIMON
Run Control: CHECK

History Report
PeopleSoft Accounts Payable
Activity From 1/28/2000 to 12/21/2000

FINAL RUN
12/22

Page
Run Date
Run Time

DEC-22-2000 13 1B

WINSTAR

2125844073 P 08

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001862	1/28/2000	0000034338	REDLINE COMMUNICATIONS INC	Paid		OUICK1	34 566 84
0000001863	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVFWK	0 00
0000001864	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001865	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001866	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001867	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001868	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001869	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001870	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001871	1/29/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001872	1/30/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	16 564 08
0000001873	1/30/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK9	35 983 09
0000001874	1/30/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	154 491 99
0000001875	1/30/2000	0000000001	SIEMENS INFORMATION & COMM NETWORKS	Paid		OUICK1	639 277 20
0000001876	12/1/2000	0000007324	CIC ASSOCIATES INC	Paid		OUICK4	103 969 78
0000001877	12/5/2000	0000000002	P COM INC	Paid		OUICK4	943 634 50
0000001878	12/5/2000	0000003206	MARCONI COMMUNICATIONS	Paid		OUICK4	128 687 69
0000001879	12/5/2000	0000000906	ANYTER INC	Paid		OUICK4	153 494 80
0000001880	12/5/2000	0000000050	ANYTER INC	Paid		OUICK4	84 348 53
0000001881	12/7/2000	0000000001	IMCI TECHNOLOGIES	Paid		OUICK1	4 349 24
0000001882	12/7/2000	00000045247	SPECIALTY CONSTRUCTION INC	Paid		OUICK1	214 704 00
0000001883	12/7/2000	0000007772	HNS TELECOM	Paid		OUICK1	73 845 20
0000001884	12/7/2000	0000011669	HIGGINS NETWORK SERVICES	Paid		OUICK1	34 512 79
0000001885	12/8/2000	0000043595	ENTREX COMMUNICATION SERVICES INC	Paid		OUICK1	11 970 26
0000001886	12/8/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK1	98 66
0000001887	12/8/2000	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		OUICK1	44 357 47
0000001888	12/8/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK1	93 920 24
0000001889	12/8/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK1	92 308 29
0000001890	12/8/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK6	74 129 00
0000001891	12/8/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK6	31 315 29
0000001892	12/8/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK6	90 533 25
0000001893	12/8/2000	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK6	66 106 75
0000001894	12/8/2000	0000038852	EC COMPANY	Paid		OUICK1	20 133 57
0000001895	12/8/2000	0000000000	CLUD TECHNOLOGIES	Paid		OUICK1	2 051 34
0000001896	12/8/2000	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK1	77 740 00
0000001897	12/8/2000	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK1	21 473 75
0000001898	12/8/2000	0000000013	LIEBERT CORPORATION	Paid		OUICK1	4 945 21

Report ID WL_ehhs
Operator PDESIMON
Run Control CHECK

History Report
People's Accounts Payable
Activity From 11/28/2000 To 12/21/2000
Bank Account WFTOP

Page 2
Run Date 12/21/00
Run Time 9 02 19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001899	12/18/2000	0000011206	MARCONI COMMUNICATIONS	Paid		QUICK1	107 613 12
0000001900	12/18/2000	0000001001	SURE POWER	Paid		QUICK1	49 920 00
0000001901	12/18/2000	0000001001	SURE POWER	Paid		QUICK1	88 320 00
0000001902	12/18/2000	0000001001	SURE POWER	Paid		QUICK1	84 480 00
0000001903	12/18/2000	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		QUICK3	182 492 30
0000001904	12/11/2000	0000040697	AZTEK TECH SERVICE	Paid		QUICK4	6 077 10
0000001905	12/13/2000	0000000002	P COM INC	Paid		QUICK4	2 421 716 00
0000001906	12/14/2000	0000000093	GRAYBAR	Paid		QUICK8	3 445 99
0000001907	12/14/2000	0000000001	IMCI TECHNOLOGIES	Paid		QUICK1	66 55 3
0000001908	12/14/2000	0000000001	IMCI TECHNOLOGIES	Paid		QUICK1	1 043 60
0000001909	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		QUICK8	181 220 40
0000001910	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		QUICK1	123 772 80
0000001911	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		QUICK1	36 046 48
0000001912	12/14/2000	0000045185	GIANNI ELECTRIC INC	Paid		QUICK1	14 481 52
0000001913	12/15/2000	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		QUICK3	56 872 00
0000001914	12/18/2000	0000005345	CPI COMMUNICATION SERVICES INC	Paid		QUICK3	44 955 00
0000001915	12/18/2000	0000045371	OSERVE COMMUNICATIONS	Paid		QUICK4	6 000 00
0000001916	12/19/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Paid		QUICK3	110 371 56
0000001917	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVFWK	0 00
0000001918	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001919	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001920	12/19/2000	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVFWK	0 00
0000001921	12/19/2000	0000033206	MARCONI COMMUNICATIONS	Paid		QUICK3	197 454 60
0000001922	12/19/2000	0000009443	ALLIED GROUP INC	Paid		QUICK3	66 912 95
0000001923	12/19/2000	0000045032	C C C NETWORK SYSTEMS INC	Paid		QUICK3	576 80
0000001924	12/19/2000	0000003607	CARTER & BURGESS INC	Paid		QUICK3	403 044 94
0000001925	12/19/2000	0000003270	CONSTRUCTORS & ASSOCIATES INC	Paid		QUICK3	12 724 00
0000001926	12/20/2000	0000004837	CREATIVE DESIGN AND MACHINING INC	Paid		QUICK4	11 700 00
0000001927	12/20/2000	0000012917	DIGITAL COMMUNICATIONS GROUP INC	Paid		QUICK1	53 700 00
0000001928	12/20/2000	0000040387	EXO ELECTRO OPTICAL ENGINEERING INC	Paid		QUICK3	18 665 00
0000001929	12/20/2000	0000000093	GRAYBAR	Paid		QUICK1	7 700 00
0000001930	12/20/2000	0000042503	MASTEC TECHNOLOGIES	Paid		QUICK1	63 906 00
0000001931	12/20/2000	0000001022	TESSCO TECHNOLOGIES INC	Paid		QUICK1	4 456 92
0000001932	12/20/2000	0000018207	MDM WEST INC	Paid		QUICK1	50 372 57
0000001933	12/20/2000	0000002749	N J SULLIVAN CO INC	Paid		QUICK1	31 614 38
0000001934	12/20/2000	0000033441	ALPHA TELECOM SERVICES CO	Paid		QUICK3	138 369 75
0000001935	12/20/2000	0000008433	C RALLO CONTRACTING	Paid		QUICK1	60 046 97

2125844873 F S

Report ID: W1_cdnia
Operator: PDESIMON
Run Control: CHECK

C: History Report
PeopleSoft Accounts Payable
Activity From: 11/28/2000 To: 12/21/2000
Bank Account: WVF00P

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001936	12/20/2000	0000010917	FSK ELECTRIC COMPANY	Paid		OUICK4	189 616.20
0000001937	12/20/2000	0000001302	GENSLER	Paid		OUICK1	34 734.01
0000001938	12/20/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK3	18 957.00
0000001939	12/20/2000	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		OUICK3	74 015.00
0000001940	12/20/2000	0000002200	OSP CONSULTANTS INC	Paid		OUICK1	18 645.00
0000001941	12/20/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK3	392 118.25
0000001942	12/20/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		OUICK3	364 793.88
0000001943	12/20/2000	0000000962	SECURITY TECHNOLOGIES GROUP INC	Paid		OUICK3	46 711.61
0000001944	12/20/2000	0000001337	SUNGLO TELECOM INC	Paid		OUICK3	66 112.25
0000001945	12/20/2000	0000036954	THE BOARD ROOM INC	Paid		OUICK1	15 938.78
0000001946	12/20/2000	0000017174	THE COURTNEY COMPANY	Paid		OUICK1	16 428.50
0000001947	12/20/2000	0000041228	URS GREINER WOODWARD CYCLE	Paid		OUICK7	84 294.75
0000001948	12/20/2000	0000009441	VECA ELECTRIC CO INC	Paid		OUICK4	65 123.37
0000001949	12/20/2000	0000033801	VERITAS SOFTWARE CORPORATION	Paid		OUICK4	55 039.69
0000001950	12/20/2000	0000036830	VIAGATE TECHNOLOGIES	Paid		OUICK4	12 945.00
0000001951	12/20/2000	0000001252	WESTERN COMM TOWER INC	Paid		OUICK1	10 747.22
0000001952	12/20/2000	0000000903	MCMASTER-CARR SUPPLY COMPANY	Paid		OUICK1	5 937.10
0000001953	12/20/2000	0000019278	AMERIWAVE TECHNOLOGIES	Paid		OUICK1	63 255.00
0000001954	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	48 039.50
0000001955	12/20/2000	0000002071	COMSEARCH	Paid		OUICK7	37 192.50
0000001956	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	50 335.00
0000001957	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	35 985.00
0000001958	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	42 565.00
0000001959	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	33 790.00
0000001960	12/20/2000	0000002071	COMSEARCH	Paid		OUICK7	24 611.50
0000001961	12/20/2000	0000002071	COMSEARCH	Paid		OUICK4	39 208.00
0000001962	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	23 611.50
0000001963	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	14 665.00
0000001964	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	11 991.25
0000001965	12/20/2000	0000002071	COMSEARCH	Paid		OUICK4	8 991.25
0000001966	12/20/2000	0000002071	COMSEARCH	Paid		OUICK4	8 218.75
0000001967	12/20/2000	0000002071	COMSEARCH	Paid		OUICK1	16 799.00
0000001968	12/21/2000	0000010917	FSK ELECTRIC COMPANY	Paid		OUICK1	44 967.24
0000001969	12/21/2000	0000000093	GRAYBAR	Paid		OUICK1	2 000 320.59
0000001970	12/21/2000	0000000002	P COM INC	Paid		OUICK1	4 503 458.26
0000001971	12/21/2000	0000000002	P COM INC	Paid		OUICK4	3 040.95
0000001972	12/21/2000	0000043202	AGILENT TECHNOLOGIES	Paid		WVF002	81 748.00
0000001973	12/21/2000	0000006714	ALLEGHENY BUILDERS INC	Paid		WVF002	

Report ID WL_kh16
Operator 1 PDESIMON
Run Contr CHECK

Cr History Report
Peoples of Accounts Payable
Activity From 11/28/2000 To 12/21/2000

Bank Account WVP

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000001973	12/21/2000	0000009443	ALLIED GROUP INC	Paid		WVPWK2	32 740 61
0000001974	12/21/2000	0000039278	AMERIWAVE TECHNOLOGIES	Paid		WVPWK2	4 600 00
0000001975	12/21/2000	0000000906	ANIXTER INC	Paid		WVPWK2	99 650 57
0000001976	12/21/2000	0000036334	ASPEN SYSTEMS INC	Paid		WVPWK2	1 968 53
0000001977	12/21/2000	0000000907	BAIRD SATELLITE	Paid		WVPWK2	492 36
0000001978	12/21/2000	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		WVPWK2	4 509 00
0000001979	12/21/2000	0000031484	CARRIER ACCESS CORPORATION	Paid		WVPWK2	2 880 660 75
0000001980	12/21/2000	0000003607	CARTER & BURGESS INC	Paid		WVPWK2	2 860 98
0000001981	12/21/2000	0000043585	CERAGON NETWORKS INC	Paid		WVPWK2	11 21 5
0000001982	12/21/2000	0000007344	CIC ASSOCIATES INC	Paid		WVPWK2	2 567 00
0000001983	12/21/2000	0000032486	CONTINENTAL RESOURCES	Paid		WVPWK2	23 582 33
0000001984	12/21/2000	0000005345	CPI COMMUNICATION SERVICES INC	Paid		WVPWK2	42 778 00
0000001985	12/21/2000	0000000059	DBI ARCHITECTS	Paid		WVPWK2	3 430 05
0000001986	12/21/2000	0000042344	DELL CORPORATION	Paid		WVPWK2	41 612 71
0000001987	12/21/2000	0000046014	DELTA CONTRACTORS INC	Paid		WVPWK2	375 00
0000001988	12/21/2000	0000007636	ELECTRIC MACHINERY ENTERPRISES INC	Paid		WVPWK2	15 214 56
0000001989	12/21/2000	0000031919	ELECTRICAL CONSTRUCTION CO	Paid		WVPWK2	20 133 57
0000001990	12/21/2000	0000004658	ELECTRONIC TELE COMMUNICATIONS CORP	Paid		WVPWK2	28 041 82
0000001991	12/21/2000	0000042009	EPLUS TECHNOLOGY INC	Paid		WVPWK2	15 199 54
0000001992	12/21/2000	0000041577	FIBER INSTRUMENT SALES INC	Paid		WVPWK2	738 56
0000001993	12/21/2000	0000010917	FISK ELECTRIC COMPANY	Paid		WVPWK2	126 024 61
0000001994	12/21/2000	0000010917	FISK ELECTRIC COMPANY	Paid		WVPWK2	33 781 95
0000001995	12/21/2000	0000033434	FRANK PARSONS PAPER COMPANY INC	Paid		WVPWK2	8 339 10
0000001996	12/21/2000	0000009885	G S ELECTRIC CO	Paid		WVPWK2	5 920 00
0000001997	12/21/2000	0000001302	GENSLER	Paid		WVPWK2	2 61 5
0000001998	12/21/2000	0000045185	GIANNI ELECTRIC INC	Paid		WVPWK2	39 768 00
0000001999	12/21/2000	0000000093	GRAYBAR	Paid		WVPWK2	993 95
0000002000	12/21/2000	0000000093	GRAYBAR	Paid		WVPWK2	778 94
0000002001	12/21/2000	0000008606	GUILD TECHNOLOGIES	Paid		WVPWK2	197 917 20
0000002002	12/21/2000	0000008606	GUILD TECHNOLOGIES	Overflow		WVPWK2	0 00
0000002003	12/21/2000	0000008606	GUILD TECHNOLOGIES	Overflow		WVPWK2	0 00
0000002004	12/21/2000	0000003459	HARGER LIGHTNING PROTECTION	Paid		WVPWK2	2 578 60
0000002005	12/21/2000	0000032077	HELP SERVICE CO	Paid		WVPWK2	232 202 00
0000002006	12/21/2000	0000004929	HOGANEC INC	Paid		WVPWK2	121 048 00
0000002007	12/21/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Paid		WVPWK2	288 181 82
0000002008	12/21/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Overflow		WVPWK2	0 00
0000002009	12/21/2000	0000001292	HUGH O'KANE ELECTRIC CO LLC	Overflow		WVPWK2	0 00

2125844075 11

Report ID WJ_chhis
Operator PDESIMON
Run Control CHECK

C History Report
PeopleSoft Accounts Payable
Activity From 11/28/2000 to 12/21/2000
Bank Account WVF08

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000002010	12/21/2000	0000000001	DMCI TECHNOLOGIES	Paid		WVF08	300 000 00
0000002011	12/21/2000	0000045189	J WAYNE POOLE	Paid		WVF08	1 787 06
0000002012	12/21/2000	0000045918	JULIUS KRAFT COMPANY INC	Paid		WVF08	16 093 85
0000002013	12/21/2000	0000001141	LET TECHNOLOGIES INC	Paid		WVF08	97 800 00
0000002014	12/21/2000	0000045813	LEGATO SYSTEMS INC	Paid		WVF08	14 429 00
0000002015	12/21/2000	0000000913	LIEBERT CORPORATION	Paid		WVF08	28 282 88
0000002016	12/21/2000	0000031222	MARKET HALSBY URBAN RENEWAL, LLC	Paid		WVF08	30 000 00
0000002017	12/21/2000	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVF08	12 039 86
0000002018	12/21/2000	0000041613	NEWTON INSTRUMENT COMPANY INC	Paid		WVF08	2 8 11 20
0000002019	12/21/2000	0000016817	NORTECO CORPORATION	Paid		WVF08	338 180 38
0000002020	12/21/2000	0000039585	OSAGE SYSTEMS GROUP INC	Paid		WVF08	42 889 15
0000002021	12/21/2000	0000002200	OSP CONSULTANTS INC	Paid		WVF08	10 869 50
0000002022	12/21/2000	0000002705	P-COM NETWORK SERVICES INC	Paid		WVF08	109 082 40
0000002023	12/21/2000	0000036143	PIH COMPANY LLC	Paid		WVF08	2 417 50
0000002024	12/21/2000	0000039183	PLAYER AND COMPANY	Paid		WVF08	23 000 00
0000002025	12/21/2000	0000008799	POND & COMPANY	Paid		WVF08	45 191 27
0000002026	12/21/2000	0000008799	POND & COMPANY	Overflow		WVF08	0 00
0000002027	12/21/2000	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF08	145 413 97
0000002028	12/21/2000	0000039167	PREFERRED UTILITIES MANUFACTURING COR	Paid		WVF08	6 381 34
0000002029	12/21/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF08	33 490 00
0000002030	12/21/2000	0000000991	PROGRESSIVE TECHNOLOGIES INC	Paid		WVF08	456 118 00
0000002031	12/21/2000	0000043823	PROJECT GROUP 2000 LLC	Paid		WVF08	2 280 00
0000002032	12/21/2000	0000050500	PROJECT INTERPACE CONNECTIONS	Paid		WVF08	1 875 00
0000002033	12/21/2000	0000008827	RAINBOW DISTRIBUTORS USA INC	Paid		WVF08	306 00
0000002034	12/21/2000	0000045298	RSA SECURITY INC	Paid		WVF08	6 8 9
0000002035	12/21/2000	0000031362	SACHS SYSTEMS INC	Paid		WVF08	65 602 16
0000002036	12/21/2000	0000043083	SIGNET TESTING LABS INC	Paid		WVF08	1 056 00
0000002037	12/21/2000	0000000937	SOLUNET INC	Paid		WVF08	1 236 076 66
0000002038	12/21/2000	0000000937	SOLUNET INC	Overflow		WVF08	0 00
0000002039	12/21/2000	0000034136	STRATA INC	Paid		WVF08	68 065 06
0000002040	12/21/2000	0000034136	STRATA INC	Overflow		WVF08	0 00
0000002041	12/21/2000	0000040181	SUNGLO TELECOM	Paid		WVF08	9 193 00
0000002042	12/21/2000	0000001337	SUNGLO TELECOM INC	Paid		WVF08	25 412 00
0000002043	12/21/2000	0000001001	SURE POWER	Paid		WVF08	11 160 00
0000002044	12/21/2000	0000032114	TAYLOR COMMUNICATIONS INC	Paid		WVF08	22 288 68
0000002045	12/21/2000	0000000048	TELLABS OPERATIONS	Paid		WVF08	1 115 532 15
0000002046	12/21/2000	0000000048	TELLABS OPERATIONS	Overflow		WVF08	0 00

Report ID WL_ekhs
Operator 1 PDESIMON
Run Contr CHECK

ck History Report
Payroll Accounts Payable
Activity From: 11/28/2000 To 12/21/2000
Bank Account WYFOP

DEC-22-2000

Run Date 12/20/00
Run Time 9 02.19 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000002047	12/21/2000	0000000048	TELLABS OPERATIONS	Overflow		WVFWK2	0.00
0000002048	12/21/2000	0000004680	TTC	Paid		WVFWK2	18,256.32
0000002049	12/21/2000	0000000959	VALMONT MICROFLECT INC	Paid		WVFWK2	15,502.15
0000002050	12/21/2000	0000009441	VECA ELECTRIC CO INC	Paid		WVFWK2	41,101.25
0000002051	12/21/2000	0000008495	VOLT SERVICES GROUP	Paid		WVFWK2	4,616.00
0000002052	12/21/2000	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Void		OUICK4	21,544.00
0000002053	12/21/2000	0000041708	HURR COMPUTER ENVIRONMENTS INC	Paid		OUICK4	1,515.62
0000002054	12/21/2000	0000045032	C C NETWORK SYSTEMS INC	Paid		OUICK1	1,624.00
0000002055	12/21/2000	0000047503	MASTEC TECHNOLOGIES	Paid		OUICK1	402.21
0000002056	12/21/2000	0000000937	SOLUNET INC	Paid		OUICK1	849,709.41
0000002057	12/21/2000	0000000048	TELLABS OPERATIONS	Paid		OUICK4	1,266,715.80
0000002058	12/21/2000	0000039123	VOICE DATA SOLUTIONS INC	Paid		OUICK1	161,892.86
0000002059	12/21/2000	0000036924	SPECTRA SITE	Paid		OUICK1	141,896.10
0000002060	12/21/2000	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		OUICK1	69,325.00
Total Amount							32,954,827.97

- LESS VOIDS (\$ 21,544.00)
- LESS VOIDS (\$ 2,938,231.97)
FROM PRIOR
DRAWS
\$ 30,000,052.00

2125844073 P 13

TOTAL P 13

**ROA
TAB
488**

winstar

NOTICE OF REQUEST FOR BORROWING

To Lucent Technologies Inc as Administrative Agent

Reference is made to the Credit Agreement dated as of May 4 2000 among WVF LU2 LLC (the Borrower") Winstar Communications Inc (Winstar) the lenders which are a party thereto, The Bank of New York as Collateral Agent, and Lucent Technologies Inc as Administrative Agent (as amended from time to time the "Credit Agreement ") Unless otherwise defined herein capitalized terms defined in the Credit Agreement and used herein shall have the same meaning ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.03 the Credit Agreement the Borrower hereby gives the Administrative Agent written notice of request for a Borrowing according to the following instructions

1 Total Amount of Borrowing:

\$ 48 735 275 74

a) Amount of Borrowing to be paid directly to
Lucent for Lucent Invoices

\$ 7 820 947 87

b) Amount of Borrowing to be paid directly to
Lucent for Lucent Subsidiary Invoices

\$ 1 626 129 27

c) Amount of Borrowing to be paid directly to
Lucent for Lucent International Invoices

\$ 9 089 150 74

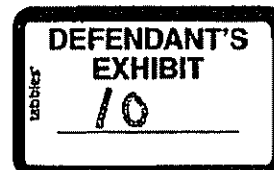
d) Amount of Borrowing to be paid directly to
Lucent for Lucent Arrangement Fees

\$

e) Amount of Borrowing to be paid directly to
the Borrower Non-Lucent Equipment

\$ 30 199 047 86

BANK NAME.	STATE STREET BANK & TRUST
	BOSTON MA
ABA NUMBER.	011 000 028
ACCOUNT NAME.	MERRILL GROUP
	CREDIT-MERRILL PREMIER FUND
FOR FURTHER CREDIT TO-	WVF-LU2, LLC
ACCOUNT NUMBER	3324772
AMOUNT	\$



CONFIDENTIAL
3WC 0008192

BANK NAME. STATE STREET BANK & TRUST
BOSTON MA
ABA NUMBER 011 000 028
ACCOUNT NAME. MERRILL GROUP
CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO- WVF-LU2, LLC
ACCOUNT NUMBER 3324773
AMOUNT \$ 30,199,047.86

2 Effective Date of Borrowing January 31 2000
3 Type of Borrowing LIBOR X ABR
4 Interest Period Months 1 2 3
6 9 12

5 The Lucent invoices to be paid with the Borrowing are listed on Schedule A attached

The Borrower hereby certifies that all conditions for borrowing set forth in Section 4.03 the Credit Agreement have been satisfied or will be satisfied as of the date hereof and the date the borrowing is made

Dated this 26 day of January 2001

WVF LU2, LLC

By 

Name Frederic E Rubin
VP Treasurer

CONFIDENTIAL
3WC 0008193

1/26/01 10:28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
	<u>DOMESTIC</u>	
PARENT	40116150	35 00
PARENT	SO055535	45 01
PARENT	SO056625	592 14
PARENT	50115952	70 00
PARENT	20110495	1 070 00
PARENT	30112222	35 00
PARENT	NR012355	1 287 097 80
PARENT	10106852	5,121 20
PARENT	10106560	1 405 00
PARENT	10106642	111,211 00
PARENT	10106542	35 00
PARENT	40113938	53,602 50
PARENT	10106197	14,082 55
PARENT	ER007044	4,908,750 00
PARENT	ER014834	206 800 00
PARENT	10107066	670 00
PARENT	WR013179	32 176 06
PARENT	SU022486	1,198,149 61
	<u>PARENT TOTAL</u>	<u>7,820 947 87</u>
NETWORK CARE	PS-39259	<u>2,278 79</u>
	<u>TOTAL NETWORK CARE</u>	<u>2,278 79</u>
Ascend Group	400024732	42,131 25
Ascend Group	400025143	1,673 59
Ascend Group	400028679	80,691 30
Ascend Group	400014284	330,631 88
Ascend Group	400015473	166,438 13
Ascend Group	400029462	1,242 07
Ascend Group	400028605	5,256 02
Ascend Group	400024811	1,241 785 25
Ascend Group	C400015473	(166 438 13) Max20 credit (#400015473)
Ascend Group	400029560	(235,384 39) Max20 credit (#400014284)
Ascend Group	400029534	(95,247 49) Max20 credit (#400014284)
	<u>TOTAL ASCEND</u>	<u>1,372,779 48</u>

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2
January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
Vitalnet	SW-2583	251 071 00 Max20 credit (#400014284)
	<u>TOTAL VITALNET</u>	<u>251 071 00</u>

TOTAL DOMESTIC	9 447 077 14
-----------------------	---------------------

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
<u>INTERNATIONAL</u>		
FRANCE	983104	172,688 00
FRANCE	986347	104,200 00
FRANCE	986370	36,196 00
FRANCE	979640	32 340 00
FRANCE	979641	32 822 00
FRANCE	977858	87,794 00
FRANCE	982450	104 491 00
FRANCE	983717	17 268 75
FRANCE	981416	17 268 75
FRANCE	982428	8 139 60
FRANCE	983716	(17,268 75)
FRANCE	986842	150 811 00
FRANCE	986839	33 075 00
FRANCE	987391	(187 773 00)
FRANCE	987598	21 900 00
	<u>FRANCE TOTAL</u>	<u>613,952.35</u>
BELGIUM	986353	171 700 00
BELGIUM	986372	27,554 00
BELGIUM	979635	15 515 00
BELGIUM	979634	16 493 00
BELGIUM	977856	23,655 00
BELGIUM	982565	66 401 00
BELGIUM	983213	7,152 00
BELGIUM	983544	50,064 00
BELGIUM	984513	8,172 00
BELGIUM	983264	10,021 00
BELGIUM	983265	9,421 00
BELGIUM	983723	(94 941 00)
BELGIUM	983528	25,662 00
BELGIUM	984550	1,137 00
BELGIUM	984408	720 00
BELGIUM	984522	960 00
BELGIUM	983724	72 336 00
BELGIUM	984529	5 382 00

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
BELGIUM	984561	1 694 00
BELGIUM	983770	95 000 00
BELGIUM	983726	15,449 49
BELGIUM	981633	94 941 00
BELGIUM	982500	8 139 60
BELGIUM	982502	168,219 00
BELGIUM	983725	(15,449 49)
BELGIUM	986932	10 959 66
BELGIUM	986924	20,479 05
BELGIUM	987350	(164,998 00)
BELGIUM	987549	46 650 00
BELGIUM	987514	3 988 00
BELGIUM	987516	9,408 00
BELGIUM	987500	3 638 00
BELGIUM	987494	10 764 00
BELGIUM	987476	64,368 00
BELGIUM	987540	43,800 00
BELGIUM	987455	18 084 00
	<u>BELGIUM TOTAL</u>	<u>852,538 31</u>
NETHERLANDS	976335	54 162 00
NETHERLANDS	988207	(54,162 00)
NETHERLANDS	981515	49,695 00
NETHERLANDS	976334	6,202 00
NETHERLANDS	981577	16,436 00
NETHERLANDS	979027	644 00
NETHERLANDS	979332	2,270 00
NETHERLANDS	979126	2 688 00
NETHERLANDS	986351	385 100 00
NETHERLANDS	986367	65 266 00
NETHERLANDS	986326	10,632 00
NETHERLANDS	986460	8,327 00
NETHERLANDS	986325	5,593 00
NETHERLANDS	986548	8,327 00
NETHERLANDS	986547	24,381 00
NETHERLANDS	986544	28 096 00
NETHERLANDS	986578	1 100 00
NETHERLANDS	986575	3,600 00

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
NETHERLANDS	986573	12 048 00
NETHERLANDS	986571	18,839 00
NETHERLANDS	986568	3,208 00
NETHERLANDS	986566	5 285 00
NETHERLANDS	986563	11 127 00
NETHERLANDS	986559	763 00
NETHERLANDS	986558	8 627 00
NETHERLANDS	986557	8 321 00
NETHERLANDS	986556	9 887 00
NETHERLANDS	986555	1 569 00
NETHERLANDS	986552	4 000 00
NETHERLANDS	986540	2,422 00
NETHERLANDS	986542	24 261 00
NETHERLANDS	986549	8 656 00
NETHERLANDS	986551	10,593 00
NETHERLANDS	986473	7 227 00
NETHERLANDS	986382	13 096 00
NETHERLANDS	986145	10 527 00
NETHERLANDS	987601	351 086 67
NETHERLANDS	979632	46,164 00
NETHERLANDS	979633	47,383 00
NETHERLANDS	977852	1,029,328 00
NETHERLANDS	984315	16 983 00
NETHERLANDS	983699	16,397 00
NETHERLANDS	984339	8 821 00
NETHERLANDS	984332	17,185 00
NETHERLANDS	983713	71,742 00
NETHERLANDS	984336	12,656 00
NETHERLANDS	984338	23,789 00
NETHERLANDS	984329	24,078 00
NETHERLANDS	983704	8,987 00
NETHERLANDS	983208	21,456 00
NETHERLANDS	983703	30 158 00
NETHERLANDS	984321	10,954 00
NETHERLANDS	984323	18,242 00
NETHERLANDS	984319	15,883 00
NETHERLANDS	982385	198,222 00
NETHERLANDS	987344	(598,584 00)
NETHERLANDS	986324	26,826 00
NETHERLANDS	986320	7,785 00

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
NETHERLANDS	986463	97,296 00
NETHERLANDS	986537	19,174 00
NETHERLANDS	986350	30,831 09
NETHERLANDS	986845	34,131 75
NETHERLANDS	986837	7,276 00
NETHERLANDS	987606	9,421 00
NETHERLANDS	987612	3,360 00
NETHERLANDS	987609	26 882 00
NETHERLANDS	987520	1 765 00
NETHERLANDS	987506	12 544 00
NETHERLANDS	987448	171 648 00
	<u>NETHERLANDS TOTAL</u>	<u>2 598,683 51</u>
UNITED KINGDOM	985868	31,145 50
UNITED KINGDOM	986348	107 100 00
UNITED KINGDOM	986366	28 449 00
UNITED KINGDOM	986784	37,500 00
UNITED KINGDOM	987519	3,700 00
UNITED KINGDOM	983451	11,154 00
UNITED KINGDOM	983442	8,327 00
UNITED KINGDOM	987415	(56 750 00)
UNITED KINGDOM	986824	8,327 00
UNITED KINGDOM	986922	31 099.84
UNITED KINGDOM	986919	57,341.34
UNITED KINGDOM	986857	71,724 00
UNITED KINGDOM	986810	9 042 00
UNITED KINGDOM	987561	39,194 50
UNITED KINGDOM	987541	21,900 00
UNITED KINGDOM	987603	52,012.84
UNITED KINGDOM	977859	10 000 00
UNITED KINGDOM	979637	17,292.00
UNITED KINGDOM	979636	17 292.00
UNITED KINGDOM	982404	59,382.00
UNITED KINGDOM	976174	210,315 15
UNITED KINGDOM	979390	38,052.00
UNITED KINGDOM	979391	158 287 00

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2
January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
	<u>UNITED KINGDOM TOTAL</u>	<u>971 887 17</u>
GERMANY	981634	17,143 00
GERMANY	981617	40,000 00
GERMANY	979613	102 827 00
GERMANY	981417	152,050 15
GERMANY	986343	231,900 00
GERMANY	986368	30 130 00
GERMANY	977857	10,000 00
GERMANY	979638	17 051 00
GERMANY	979639	17 292 00
GERMANY	979551	171 191 60
GERMANY	981444	53 277 00
GERMANY	983684	40 168 00
GERMANY	983688	120 00
GERMANY	984065	8,327 00
GERMANY	983683	8,327 00
GERMANY	981583	3 178 00
GERMANY	982374	28,318 00
GERMANY	983669	(101,529 00)
GERMANY	983670	101 529 00
GERMANY	981621	101,529 00
GERMANY	983081	112 759 00
GERMANY	983074	38,052 00
GERMANY	981616	27,143 00
GERMANY	983693	(27 143 00)
GERMANY	984027	17,143 00
GERMANY	984024	(13 572 00)
GERMANY	983694	13,572 00
GERMANY	982347	54,468 00
GERMANY	983073	137,968 50
GERMANY	981631	65,102 00
GERMANY	982370	51,966 00
GERMANY	983399	38 052 00
GERMANY	983390	260,557 00
GERMANY	984031	(15 000 00)
GERMANY	982346	57,806 00
GERMANY	983071	137 968 50
GERMANY	983691	3,178 00

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
GERMANY	983070	137 968 50
GERMANY	984063	7 812 00
GERMANY	982340	8,139 60
GERMANY	982349	7,069 00
GERMANY	982362	65 102 00
GERMANY	982361	2 000 00
GERMANY	981635	15,000 00
GERMANY	981632	15 000 00
GERMANY	980414	328 917 00
GERMANY	980384	73 800 78
GERMANY	983690	(3 178 00)
GERMANY	987424	(64,332 00)
GERMANY	985949	22 605 00
GERMANY	986742	2 000 00
GERMANY	986739	798 00
GERMANY	986736	10 000 00
GERMANY	986741	65 102 00
GERMANY	986929	30 282 84
GERMANY	987594	8,378 00
GERMANY	987576	39 957 75
GERMANY	987423	20 918 00
GERMANY	987567	48,753 00
GERMANY	987565	48 753 00
GERMANY	987564	43,800 00
GERMANY	986993	44 835 00
	<u>GERMANY TOTAL</u>	<u>2,972,330 22</u>
EUROPE	986618	(48 165 00)
EUROPE	986611	2,400 00
EUROPE	986614	123,120 00
EUROPE	986613	30 400 00
EUROPE	986612	39,330 00
EUROPE	986619	18,450 00
EUROPE	986598	44,400 00
EUROPE	986597	36,800 00
EUROPE	986596	41 000 00
EUROPE	987585	31 920 00
EUROPE	987587	60,230 00
EUROPE	978479	28 800 00

1/26/01 10 28 AM

Lucent Invoices - Draw 2 for WVF-LU2

January 31 2000

	Invoice #	Invoice Amt
EUROPE	983721	52,230 00
EUROPE	986591	(52,230 00)
EUROPE	986593	(28 800 00)
EUROPE	982616	37,012 50
EUROPE	982609	127,720 00
EUROPE	983719	45,920 00
EUROPE	986599	(127,720 00)
EUROPE	986617	(37 012 50)
EUROPE	986594	(45 920 00)
EUROPE	983720	(52 230 00)
EUROPE	976250	52 230 00
EUROPE	981463	72 485 00
EUROPE	981512	56,200 00
EUROPE	981468	43 650 00
EUROPE	983141	57 760 00
EUROPE	982552	3 600 00
EUROPE	982604	55,670 00
EUROPE	983718	(56,200 00)
EUROPE TOTAL		613,050 00
ARGENTINA	9973	33,863 00 Lucent Argentina
ARGENTINA	1-10253	189,483 78 Lucent Argentina
ARGENTINA	2s510134	13 608 40 Lucent USA
ARGENTINA	2s510139	27 750 00 Lucent USA
ARGENTINA	2s510156	13,585 00 Lucent USA
ARGENTINA	2s510165	7,348 00 Lucent USA
ARGENTINA	2s510167	18,000 00 Lucent USA
ARGENTINA	2s510171	11,235 00 Lucent USA
ARGENTINA	2s510173	64,272 00 Lucent USA
ARGENTINA	2s510174	29,250 00 Lucent USA
ARGENTINA	2s510175	6,000 00 Lucent USA
ARGENTINA	2s510176	18,000 00 Lucent USA
ARGENTINA	2s510177	28,314 00 Lucent USA
ARGENTINA	2s510178	6,000 00 Lucent USA
ARGENTINA TOTAL		466,709 18
INTERNATIONAL TOTAL		9 089,150 74



Report ID WJ_6KHL
Operator ID DNDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account 47201

Page No 1
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000001	12/28/2000	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK4	32 493 00
0000000002	12/28/2000	0000045032	C C C NETWORK SYSTEMS INC	Paid		OUICK4	702 665 32
0000000003	12/29/2000	0000033434	FRANK PARSONS PAPER COMPANY INC	Paid		OUICK4	2 898 21
0000000004	1/5/2001	0000033434	FRANK PARSONS PAPER COMPANY INC	Paid		OUICK1	68 904 44
0000000005	1/5/2001	0000000906	AMINTER INC	Paid		WVF2WK	69 155 34
0000000006	1/5/2001	0000032486	CONTINENTAL RESOURCES	Paid		WVF2WK	5 813 57
0000000007	1/5/2001	0000040601	CRANEL INCORPORATED	Paid		WVF2WK	0 00
0000000008	1/5/2001	0000001002	DIGITAL MICROWAVE CORP	Void		WVF2WK	90 604 64
0000000009	1/5/2001	0000010690	GALLAGHER ELECTRIC AND ENGINEERING CO	Paid		WVF2WK	3 819 62
0000000010	1/5/2001	0000045185	GIANNI ELECTRIC INC	Paid		WVF2WK	18 48
0000000011	1/5/2001	0000000093	GRAYBAR	Paid		WVF2WK	2 124 01
0000000012	1/5/2001	0000000093	GRAYBAR	Paid		WVF2WK	278 83
0000000013	1/5/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	165 223 54
0000000014	1/5/2001	0000008606	GUILD TECHNOLOGIES	Overflow		WVF2WK	0 00
0000000015	1/5/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	14 580 38
0000000016	1/5/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		WVF2WK	365 212 05
0000000017	1/5/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000018	1/5/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000019	1/5/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000020	1/5/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000021	1/5/2001	0000000913	LIEBERT CORPORATION	Paid		WVF2WK	47 975 40
0000000022	1/5/2001	0000002200	OSP CONSULTANTS INC	Paid		WVF2WK	1 608 75
0000000023	1/5/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	15 138 60
0000000024	1/5/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF2WK	19 065 00
0000000025	1/5/2001	0000034338	REDLINE COMMUNICATIONS INC	Paid		WVF2WK	43 863 79
0000000026	1/5/2001	00000003743	SECURITY TECHNOLOGIES GROUP	Paid		WVF2WK	2 355 32
0000000027	1/5/2001	0000000937	SOLUNET INC	Paid		WVF2WK	156 65
0000000028	1/5/2001	0000036924	SPECTRA SITE	Paid		WVF2WK	89 244 90
0000000029	1/5/2001	0000034136	STRATA INC	Paid		WVF2WK	41 957 27
0000000030	1/5/2001	0000001337	SUNGLO TELECOM INC	Paid		WVF2WK	18 114 00
0000000031	1/5/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVF2WK	13 833 98
0000000032	1/5/2001	0000033579	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVF2WK	592 25
0000000033	1/8/2001	0000000001	IMCI TECHNOLOGIES	Paid		OUICK5	523 88
0000000034	1/8/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK3	153 226 00
0000000035	1/8/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		OUICK3	122 184 50
0000000036	1/11/2001	0000019834	ABUCK INC	Paid		WVF2WK	114 598 80
0000000037	1/11/2001	0000001484	ARBOR MATERIAL HANDLING INC	Paid		WVF2WK	68 00

CONFIDENTIAL
3WC 0008203



Report ID WJ_cshia
Operator ID DNDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account VP20P

Page No 2
Run Date 1/26/01
Run Time 10:32:41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000038	1/1/2001	0000040697	AZTEK TECH SERVICE	Paid		WVF2WK	4 186 09
0000000039	1/1/2001	0000000907	BAIRD SATELLITE	Paid		WVF2WK	4 759 48
0000000040	1/1/2001	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		WVF2WK	98 170 00
0000000041	1/1/2001	0000001712	CAPITOL SIGN SYSTEMS	Paid		WVF2WK	56 330 00
0000000042	1/1/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	24 622 30
0000000043	1/1/2001	0000006237	CAROL ELECTRIC COMPANY INC	Overflow		WVF2WK	0 00
0000000044	1/1/2001	0000031484	CARRIER ACCESS CORPORATION	Paid		WVF2WK	8 964 14
0000000045	1/1/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	109 759 20
0000000046	1/1/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	264 242 40
0000000047	1/1/2001	0000007324	CIC ASSOCIATES INC	Paid		WVF2WK	13 063 00
0000000048	1/1/2001	0000009655	COM NET CONSTRUCTION SERVICES	Paid		WVF2WK	131 486 17
0000000049	1/1/2001	0000004837	CREATIVE DESIGN AND MACHINING INC	Paid		WVF2WK	36 625 00
0000000050	1/1/2001	0000045241	DC CONNECTIONS	Paid		WVF2WK	19 820 02
0000000051	1/1/2001	0000040676	DCG	Paid		WVF2WK	2 200 00
0000000052	1/1/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	39 800 00
0000000053	1/1/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	33 137 60
0000000054	1/1/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	46 824 43
0000000055	1/1/2001	0000003459	HARGER LIGHTNING PROTECTION	Paid		WVF2WK	1 383 00
0000000056	1/1/2001	0000004929	HOGANTEC INC	Paid		WVF2WK	7 264 40
0000000057	1/1/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		WVF2WK	196 872 42
0000000058	1/1/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000059	1/1/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000060	1/1/2001	0000045189	J WAYNE POOLE	Paid		WVF2WK	1 787 00
0000000061	1/1/2001	0000000913	LIEBERT CORPORATION	Paid		WVF2WK	230 818 76
0000000062	1/1/2001	0000000913	LIEBERT CORPORATION	Overflow		WVF2WK	0 00
0000000063	1/1/2001	0000000047	LUCENT TECHNOLOGIES INC	Paid		WVF2WK	0 00
0000000064	1/1/2001	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVF2WK	0 00
0000000065	1/1/2001	0000000047	LUCENT TECHNOLOGIES INC	Overflow		WVF2WK	0 00
0000000066	1/1/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	56 589 16
0000000067	1/1/2001	0000008277	NAMEPLATES FOR INDUSTRY INC	Paid		WVF2WK	3 223 98
0000000068	1/1/2001	0000043613	NEWTON INSTRUMENT COMPANY INC	Paid		WVF2WK	2 881 81
0000000069	1/1/2001	0000002200	OSP CONSULTANTS INC	Paid		WVF2WK	11 742 00
0000000070	1/1/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	28 733 00
0000000071	1/1/2001	0000031069	QUALITY TELECOMMUNICATION INC	Paid		WVF2WK	13 010 37
0000000072	1/1/2001	0000034338	REDLINE TELECOMMUNICATIONS INC	Paid		WVF2WK	152 190 12
0000000073	1/1/2001	0000003375	ROITMAN ELECTRICAL CO INC	Paid		WVF2WK	129 653 70
0000000074	1/1/2001	0000003375	ROITMAN ELECTRICAL CO INC	Overflow		WVF2WK	0 00

CONFIDENTIAL
3WC 0008204



Report ID WJ_cshis
Operator ID DNDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account VV200

Page No 3
Run Date 1/26/01
Run Time 10 32 44 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000075	1/1/2001	0000031562	SACHS SYSTEMS INC	Paid		WVF2WK	134 929 00
0000000076	1/1/2001	0000000937	SOLUNET INC	Paid		WVF2WK	238 567 32
0000000077	1/1/2001	0000003053	SPECIALIZED PRODUCTS COMPANY	Paid		WVF2WK	26 458 45
0000000078	1/1/2001	0000013337	SUNGLO TELECOM INC	Paid		WVF2WK	8 545 00
0000000079	1/1/2001	0000045117	SUPRA	Paid		WVF2WK	65 794 10
0000000080	1/1/2001	0000041964	TELECOM NETWORK DESIGN & CABLING	Void		WVF2WK	184 337 52
0000000081	1/1/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVF2WK	37 275 00
0000000082	1/1/2001	0000000048	TELLABS OPERATIONS	Paid		WVF2WK	36 643 99
0000000083	1/1/2001	0000017174	THE COURTNEY COMPANY	Paid		WVF2WK	16 428 50
0000000084	1/1/2001	0000033579	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVF2WK	69 953 00
0000000085	1/1/2001	0000004680	TTC	Paid		WVF2WK	3 701 20
0000000086	1/1/2001	0000041964	TELECOM NETWORK DESIGN & CABLING	Paid		WVF2WK	150 831 08
0000000087	1/1/2001	0000000978	ADVANCED FIBRE COMMUNICATIONS	Paid		WVF2WK	901 529 42
0000000088	1/1/2001	00000043202	AGILENT TECHNOLOGIES	Paid		WVF2WK	2 871 95
0000000089	1/1/2001	0000036714	ALLEGHENY BUILDERS INC	Paid		WVF2WK	79 177 60
0000000090	1/1/2001	0000039278	AMERWAVE TECHNOLOGIES	Paid		WVF2WK	48 098 00
0000000091	1/1/2001	0000000574	ANDREW CORPORATION	Paid		WVF2WK	12 737 11
0000000092	1/1/2001	0000000906	ANIXTER INC	Paid		WVF2WK	513 780 10
0000000093	1/1/2001	0000000906	ANIXTER INC	Overflow		WVF2WK	0 00
0000000094	1/1/2001	0000000906	ANIXTER INC	Overflow		WVF2WK	0 00
0000000095	1/1/2001	0000000907	BAIRD SATELLITE	Paid		WVF2WK	17 560 84
0000000096	1/1/2001	0000000907	BAIRD SATELLITE	Overflow		WVF2WK	0 00
0000000097	1/1/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	21 857 50
0000000098	1/1/2001	0000031484	CARRIER ACCESS CORPORATION	Paid		WVF2WK	21 513 69
0000000099	1/1/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF2WK	509 404 00
0000000100	1/1/2001	0000045241	DC CONNECTIONS	Paid		WVF2WK	19 44
0000000101	1/1/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	1 500 00
0000000102	1/1/2001	0000001002	DIGITAL MICROWAVE CORP	Paid		WVF2WK	803 849 22
0000000103	1/1/2001	0000043413	DORF CONSTRUCTION CO INC	Paid		WVF2WK	97 496 00
0000000104	1/1/2001	0000002196	EE LINDEN ASSOCIATES INC	Paid		WVF2WK	109 149 63
0000000105	1/1/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000106	1/1/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000107	1/1/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000108	1/1/2001	0000007636	ELECTRIC MACHINERY ENTERPRISES INC	Paid		WVF2WK	9 918 22
0000000109	1/1/2001	0000043595	ENTREX COMMUNICATION SERVICES INC	Paid		WVF2WK	14 697 52
0000000110	1/1/2001	0000005550	FIDELITY ENGINEERING CORP	Paid		WVF2WK	75 417 07
0000000111	1/1/2001	0000010917	FSK ELECTRIC COMPANY	Paid		WVF2WK	14 407 00

CONFIDENTIAL
3WC 0008205



Report ID WJ_chris
Operator ID DNIDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account 44101

Page No 4
Run Date 1/25/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000112	1/17/2001	0000033905	FORTREX TECHNOLOGIES	Paid		WVF2WK	75 380 76
0000000113	1/17/2001	0000009620	FTV INC	Paid		WVF2WK	5 954 04
0000000114	1/17/2001	0000032077	HELP SERVICE CO	Void		WVF2WK	175 385 00
0000000115	1/17/2001	0000077772	HNS TELECOM	Void		WVF2WK	525 00
0000000116	1/17/2001	0000077772	HNS TELECOM	Paid		WVF2WK	14 311 11
0000000117	1/17/2001	0000004929	HOGANTEC INC	Paid		WVF2WK	73 110 45
0000000118	1/17/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		WVF2WK	197 408 26
0000000119	1/17/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000120	1/17/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000121	1/17/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000122	1/17/2001	0000001292	HUGHES NETWORK SYSTEMS INC	Overflow		WVF2WK	0 00
0000000123	1/17/2001	0000005630	LEE TECHNOLOGIES INC	Paid		WVF2WK	153 000 00
0000000124	1/17/2001	0000001141	MASTEC WIRELESS SERVICES	Paid		WVF2WK	103 680 00
0000000125	1/17/2001	0000031334	MCMASTER CABR SUPPLY COMPANY	Paid		WVF2WK	260 935 20
0000000126	1/17/2001	0000000903	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVF2WK	4 019 50
0000000127	1/17/2001	0000002756	MICROWAVE TOWER SERVICES INC	Paid		WVF2WK	87 116 45
0000000128	1/17/2001	0000001339	MYDAY COMMUNICATION	Paid		WVF2WK	7 293 76
0000000129	1/17/2001	0000044265	PROJECT INTERFACE CONNECTIONS	Paid		WVF2WK	650 00
0000000130	1/17/2001	0000005050	REDLINE COMMUNICATIONS INC	Paid		WVF2WK	40 970 00
0000000131	1/17/2001	0000034338	SACHS SYSTEMS INC	Paid		WVF2WK	8 344 00
0000000132	1/17/2001	0000031562	SOLUNET INC	Paid		WVF2WK	14 766 00
0000000133	1/17/2001	0000000937	STEPLIN CONSTRUCTION	Paid		WVF2WK	844 261 47
0000000134	1/17/2001	0000003605	STRATA INC	Paid		WVF2WK	24 750 00
0000000135	1/17/2001	0000034136	TAYLOR COMMUNICATIONS	Paid		WVF2WK	3 608 31
0000000136	1/17/2001	0000033626	TELECOM NETWORK DESIGN & CABLING	Paid		WVF2WK	86 349 08
0000000137	1/17/2001	0000041964	TELECOM PROFESSIONAL SERVICES INC	Void		WVF2WK	33 506 44
0000000138	1/17/2001	0000041006	TELLABS OPERATIONS	Paid		WVF2WK	16 015 00
0000000139	1/17/2001	0000000048	TELLABS OPERATIONS	Paid		WVF2WK	39 152 92
0000000140	1/17/2001	0000000048	TELLABS OPERATIONS	Overflow		WVF2WK	0 00
0000000141	1/17/2001	0000004680	TTC	Paid		WVF2WK	188 118 00
0000000142	1/17/2001	0000010543	VA LINUX SYSTEMS INC	Paid		WVF2WK	1 525 91
0000000143	1/17/2001	0000008495	VOLT SERVICES GROUP	Paid		WVF2WK	30 480 00
0000000144	1/18/2001	0000046004	TRANSEL ELEVATOR INC	Paid		WVF2WK	3 236 68
0000000145	1/18/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		OUTCK6	70 343 25
0000000146	1/18/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		OUTCK6	12 570 79
0000000147	1/22/2001	0000043202	AGILENT TECHNOLOGIES	Paid		WVF2WK	3 578 01
0000000148	1/22/2001	0000036714	ALLEGHENY BUILDERS INC	Void		WVF2WK	12 562 20

CONFIDENTIAL
3WC 0008206



Report ID WLehla
Operator ID DNDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001

Bank Account VP201

Page No 5
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000149	1/22/2001	0000047456	ALT ENTERPRISES INC	Paid		WVF2WK	21 584 20
0000000150	1/22/2001	00000000907	BAIRD SATELLITE	Paid		WVF2WK	3 117 53
0000000151	1/22/2001	0000038792	BALTIMORE AIRCOIL COMPANY INC	Paid		WVF2WK	29 492 00
0000000152	1/22/2001	0000042764	BLACKBOX NETWORK SERVICES	Paid		WVF2WK	63 657 77
0000000153	1/22/2001	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		WVF2WK	178 490 00
0000000154	1/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	59 508 75
0000000155	1/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Overflow		WVF2WK	0 00
0000000156	1/22/2001	0000031484	CARRIER ACCESS CORPORATION	Paid		WVF2WK	14 341 17
0000000157	1/22/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	314 445 47
0000000158	1/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	30 700 00
0000000159	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Paid		WVF2WK	3 344 92
0000000160	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Paid		WVF2WK	313 904 18
0000000161	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000162	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000163	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000164	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000165	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000166	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000167	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000168	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000169	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000170	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000171	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000172	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000173	1/22/2001	0000033434	FRANK PARSONS PAPER COMPANY INC	Paid		WVF2WK	4 049 38
0000000174	1/22/2001	0000001302	GENSLER	Paid		WVF2WK	1 125 77
0000000175	1/22/2001	0000045185	GIANNI ELECTRIC INC	Paid		WVF2WK	1 167 20
0000000176	1/22/2001	0000000093	GRAYBAR	Paid		WVF2WK	1 099 11
0000000177	1/22/2001	0000000093	GRAYBAR	Paid		WVF2WK	405 37
0000000178	1/22/2001	0000041157	GTE SUPPLY	Paid		WVF2WK	38 467 30
0000000179	1/22/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	248 771 02
0000000180	1/22/2001	0000008606	GUILD TECHNOLOGIES	Overflow		WVF2WK	0 00
0000000181	1/22/2001	0000008606	GUILD TECHNOLOGIES	Overflow		WVF2WK	0 00
0000000182	1/22/2001	0000008606	GUILD TECHNOLOGIES	Overflow		WVF2WK	0 00
0000000183	1/22/2001	0000046992	GUILD TECHNOLOGIES COLORADO LLC	Paid		WVF2WK	13 854 22
0000000184	1/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	8 750 00
0000000185	1/22/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		WVF2WK	39 902 79

CONFIDENTIAL
3WC 0008207



Report ID W1 ekhs
Operator ID DNIDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account 49309

Page No 6
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000186	1/22/2001	0000045918	JULIUS KRAFT COMPANY INC	Paid		WVF2WK	7 193 10
0000000187	1/22/2001	0000044375	LYNCOLE	Paid		WVF2WK	4 700 00
0000000188	1/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	15 850 70
0000000189	1/22/2001	0000019841	METROPOLITAN CONSTRUCTION CO	Paid		WVF2WK	46 861 00
0000000190	1/22/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVF2WK	4 903 35
0000000191	1/22/2001	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVF2WK	3 293 75
0000000192	1/22/2001	0000045184	NAT COM INC	Paid		WVF2WK	11 920 00
0000000193	1/22/2001	0000016402	NATIONAL NETWORK TECHNOLOGIES INC	Paid		WVF2WK	28 744 97
0000000194	1/22/2001	0000016402	NATIONAL NETWORK TECHNOLOGIES INC	Overflow		WVF2WK	0 00
0000000195	1/22/2001	0000045395	NEC BUSINESS NETWORK SOLUTIONS	Paid		WVF2WK	84 655 65
0000000196	1/22/2001	0000042622	NETWORK INC	Paid		WVF2WK	14 677 00
0000000197	1/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVF2WK	371 838 00
0000000198	1/22/2001	0000002200	OSP CONSULTANTS INC	Overflow		WVF2WK	0 00
0000000199	1/22/2001	0000002200	OSP CONSULTANTS INC	Overflow		WVF2WK	0 00
0000000200	1/22/2001	0000002200	OSP CONSULTANTS INC	Overflow		WVF2WK	129 977 00
0000000201	1/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVF2WK	163 860 06
0000000202	1/22/2001	0000002705	P COM NETWORK SERVICES INC	Overflow		WVF2WK	0 00
0000000203	1/22/2001	0000002705	P COM NETWORK SERVICES INC	Overflow		WVF2WK	0 00
0000000204	1/22/2001	0000002705	P COM NETWORK SERVICES INC	Overflow		WVF2WK	3 325 00
0000000205	1/22/2001	0000016232	PAGANINI ELECTRIC CORPORATION	Paid		WVF2WK	29 461 00
0000000206	1/22/2001	0000008799	POND & COMPANY	Paid		WVF2WK	55 080 01
0000000207	1/22/2001	0000008799	POND & COMPANY	Overflow		WVF2WK	0 00
0000000208	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF2WK	1 243 659 08
0000000209	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Overflow		WVF2WK	0 00
0000000210	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Overflow		WVF2WK	0 00
0000000211	1/22/2001	0000003401	PRIME ELECTRIC COMPANY INC	Void		WVF2WK	0 00
0000000212	1/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Overflow		WVF2WK	251 752 00
0000000213	1/22/2001	0000005251	PROGRESSIVE TECHNOLOGIES INC	Paid		WVF2WK	0 00
0000000214	1/22/2001	0000000091	REDLINE COMMUNICATIONS INC	Paid		WVF2WK	27 920 00
0000000215	1/22/2001	0000003438	RICHMOND ELECTRICAL SERVICES INC	Paid		WVF2WK	1 416 85
0000000216	1/22/2001	0000048271	ROEDIGER CONSTRUCTION INC	Paid		WVF2WK	1 775 00
0000000217	1/22/2001	0000016363	SACHS SYSTEMS INC	Paid		WVF2WK	9 993 00
0000000218	1/22/2001	0000031562	SECURITY TECHNOLOGIES GROUP INC	Paid		WVF2WK	13 632 36
0000000219	1/22/2001	0000000062	SECURITY TECHNOLOGIES GROUP INC	Paid		WVF2WK	5 717 59
0000000220	1/22/2001	0000000962	SOLAR COMMUNICATIONS INTERNATIONAL I	Paid		WVF2WK	5 468 00
0000000221	1/22/2001	0000002763	SOLINET INC	Paid		WVF2WK	9 377 73
0000000222	1/22/2001	0000000917		Paid		WVF2WK	28 580 75

CONFIDENTIAL
3WC 0008208



Report ID WL_cshia
Operator ID DNIDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account 112407

Page No 7
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000223	1/22/2001	0000045247	SPECIALTY CONSTRUCTION INC	Paid		WVF2WK	79 364 97
0000000224	1/22/2001	0000032418	SPRINT NORTH SUPPLY	Paid		WVF2WK	4 810 80
0000000225	1/22/2001	0000003605	STEPLIN CONSTRUCTION	Paid		WVF2WK	45 550 00
0000000226	1/22/2001	0000034136	STRATA INC	Paid		WVF2WK	31 190 40
0000000227	1/22/2001	0000001337	SUNGOLO TELECOM INC	Paid		WVF2WK	115 680 07
0000000228	1/22/2001	0000001337	SUNGOLO TELECOM INC	Overflow		WVF2WK	0 00
0000000229	1/22/2001	0000001001	SURE POWER	Paid		WVF2WK	3 840 00
0000000230	1/22/2001	0000036431	SYSTEMS MANUFACTURING CORPORATION	Paid		WVF2WK	61 394 25
0000000231	1/22/2001	0000033626	TAYLOR COMMUNICATIONS	Paid		WVF2WK	31 900 19
0000000232	1/22/2001	0000041964	TELECOM NETWORK DESIGN & CABLING	Paid		WVF2WK	20 081 44
0000000233	1/22/2001	0000000048	TELLABS OPERATIONS	Paid		WVF2WK	-1 641 25
0000000234	1/22/2001	0000017174	THE COURTNEY COMPANY	Void		WVF2WK	5 458 40
0000000235	1/22/2001	0000033579	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVF2WK	47 287 00
0000000236	1/22/2001	0000004680	TTC	Paid		WVF2WK	174 060 45
0000000237	1/22/2001	0000036830	VIAGATE TECHNOLOGIES	Paid		WVF2WK	171 736 50
0000000238	1/22/2001	0000039123	VOICE DATA SOLUTIONS INC	Paid		WVF2WK	128 615 36
0000000239	1/22/2001	0000019834	ABUCK INC	Paid		WVF2WK	15 158 70
0000000240	1/22/2001	0000000978	ADVANCED FIBRE COMMUNICATIONS	Paid		WVF2WK	160 844 31
0000000241	1/22/2001	0000033441	ALPHA TELECOM SERVICES CO	Paid		WVF2WK	14 194 00
0000000242	1/22/2001	0000041246	BUILDERS GROUP	Paid		WVF2WK	72 534 38
0000000243	1/22/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		WVF2WK	15 803 00
0000000244	1/22/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		WVF2WK	67 335 00
0000000245	1/22/2001	0000044961	DAY WIRELESS SYSTEMS INC	Paid		WVF2WK	1 610 00
0000000246	1/22/2001	0000033151	ENERGY MANAGEMENT SYSTEMS	Paid		WVF2WK	95 400 00
0000000247	1/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	259 80
0000000248	1/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	74 903 90
0000000249	1/22/2001	0000009885	G S ELECTRIC CO	Paid		WVF2WK	590 00
0000000250	1/22/2001	0000000093	GRAYBAR	Paid		WVF2WK	418 87
0000000251	1/22/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	47 959 43
0000000252	1/22/2001	0000032077	HELP SERVICE CO	Paid		WVF2WK	116 210 00
0000000253	1/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	517 282 52
0000000254	1/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000255	1/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000256	1/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000257	1/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000258	1/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000259	1/22/2001	0000005630	HUGHES NETWORK SYSTEMS INC	Paid		WVF2WK	10 400 00

CONFIDENTIAL
3WC 0008209



Report ID WJCHS
Operator ID DNDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001

Bank Account 44401

Page No 8
Run Date 1/24/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000260	1/22/2001	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		WVF/WK2	19 731 00
0000000261	1/22/2001	0000001141	LEE TECHNOLOGIES INC	Paid		WVF/WK2	66 593 09
0000000262	1/22/2001	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVF/WK2	18 320 39
0000000263	1/22/2001	0000016817	NORTHCO CORPORATION	Paid		WVF/WK2	16 225 00
0000000264	1/22/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF/WK2	43 835 00
0000000265	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF/WK2	11 406 80
0000000266	1/22/2001	0000043825	PROJECT GROUP 2000 LLC	Paid		WVF/WK2	2 280 00
0000000267	1/22/2001	0000034136	STRATA INC	Paid		WVF/WK2	69 267 06
0000000268	1/22/2001	0000001337	SUNGLO TELECOM INC	Paid		WVF/WK2	100 351 85
0000000269	1/22/2001	0000009441	VECA ELECTRIC CO INC	Paid		WVF/WK2	16 692 00
0000000270	1/22/2001	00000008495	VOLT SERVICES GROUP	Paid		WVF/WK2	900 00
0000000271	1/22/2001	0000008495	VOLT SERVICES GROUP	Paid		WVF/WK2	900 00
0000000272	1/22/2001	0000019834	ABUCK INC	Paid		WVF/WK2	16 006 50
0000000273	1/22/2001	0000036714	ALLEGHENY BUILDERS INC	Paid		WVF/WK2	44 897 20
0000000274	1/22/2001	0000039278	AMERIWAVE TECHNOLOGIES	Paid		WVF/WK2	74 079 38
0000000275	1/22/2001	0000039278	AMERIWAVE TECHNOLOGIES	Overflow		WVF/WK2	0 00
0000000276	1/22/2001	0000004815	ASSEMBLIES INC	Paid		WVF/WK2	24 177 44
0000000277	1/22/2001	0000042567	ATLANTIC COAST TOWERS INC	Paid		WVF/WK2	13 165 00
0000000278	1/22/2001	0000003301	BULLEY & ANDREWS/BUCHANAN LLC	Paid		WVF/WK2	274 881 00
0000000279	1/22/2001	0000045032	C C C NETWORK SYSTEMS INC	Paid		WVF/WK2	150 794 00
0000000280	1/22/2001	0000046482	CABLE SYSTEM DESIGN	Paid		WVF/WK2	1 750 00
0000000281	1/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF/WK2	33 485 00
0000000282	1/22/2001	0000031484	CARRIER ACCESS CORPORATION	Paid		WVF/WK2	352 835 76
0000000283	1/22/2001	0000031484	CARRIER ACCESS CORPORATION	Paid		WVF/WK2	14 303 54
0000000284	1/22/2001	0000003607	CARTER & BURGESS INC	Paid		WVF/WK2	42 327 79
0000000285	1/22/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF/WK2	581 006 00
0000000286	1/22/2001	00000805415	CISCO SYSTEMS INC	Paid		WVF/WK2	836 00
0000000287	1/22/2001	0000004837	CREATIVE DESIGN AND MACHINING INC	Paid		WVF/WK2	5 450 00
0000000288	1/22/2001	0000045241	DC CONNECTIONS	Paid		WVF/WK2	1 489 90
0000000289	1/22/2001	0000042344	DELL CORPORATION	Paid		WVF/WK2	614 46
0000000290	1/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF/WK2	37 950 00
0000000291	1/22/2001	0000036241	DON THINSCHMIDT	Paid		WVF/WK2	24 815 98
0000000292	1/22/2001	0000043411	DORF CONSTRUCTION CO INC	Paid		WVF/WK2	49 644 00
0000000293	1/22/2001	0000038852	EC COMPANY	Paid		WVF/WK2	57 995 08
0000000294	1/22/2001	0000046526	EDD HELMS DATA COMM GROUP	Paid		WVF/WK2	79 640 00
0000000295	1/22/2001	0000043594	ENTREX COMMUNICATION SERVICES INC	Paid		WVF/WK2	20 033 26
0000000296	1/22/2001	0000037649	G F MORIN COMPANY	Paid		WVF/WK2	15 296 71

CONFIDENTIAL
3WC 0008210



Report ID WL 4415
Operator ID DNIOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account VFP01

Page No 9
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Pay. memo Stat.	Replaced Date	Pay Cycle	Amount
0000000297	1/22/2001	0000010690	GALLAGHER ELECTRIC AND ENGINEERING C	Paid		WVF2WK	351.93
0000000298	1/22/2001	0000001302	GENSLER	Paid		WVF2WK	39,564.82
0000000299	1/27/2001	0000000093	GRAYBAR	Paid		WVF2WK	5,499.27
0000000300	1/22/2001	0000000093	GRAYBAR	Paid		WVF2WK	1,083.53
0000000301	1/22/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	97,756.38
0000000302	1/22/2001	0000008606	GUILD TECHNOLOGIES	Overflow		WVF2WK	0.00
0000000303	1/22/2001	0000032077	HELP SERVICE CO	Paid		WVF2WK	175,385.00
0000000304	1/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	13,642.47
0000000305	1/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	23,010.19
0000000306	1/22/2001	0000045918	JULIUS KRAFT COMPANY INC	Paid		WVF2WK	12,333.45
0000000307	1/22/2001	0000045918	JULIUS KRAFT COMPANY INC	Paid		WVF2WK	674.40
0000000308	1/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	443,791.63
0000000309	1/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	59,012.18
0000000310	1/22/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVF2WK	50,304.25
0000000311	1/22/2001	0000001339	NATIONAL NETWORK TECHNOLOGIES INC	Paid		WVF2WK	6,365.00
0000000312	1/22/2001	0000016402	NEC BUSINESS NETWORK SOLUTIONS	Paid		WVF2WK	14,795.52
0000000313	1/22/2001	0000045395	OSP CONSULTANTS INC	Paid		WVF2WK	71,099.72
0000000314	1/22/2001	0000002200	P COM NETWORK SERVICES INC	Paid		WVF2WK	142,708.50
0000000315	1/22/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	103,788.00
0000000316	1/22/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	82,945.00
0000000317	1/22/2001	0000002157	PACIFIC NATCOM INC	Overflow		WVF2WK	0.00
0000000318	1/22/2001	0000039183	PLAYER AND COMPANY	Paid		WVF2WK	20,969.00
0000000319	1/22/2001	0000008799	POND & COMPANY	Paid		WVF2WK	2,825.00
0000000320	1/22/2001	0000008799	POND & COMPANY	Paid		WVF2WK	55,739.12
0000000321	1/22/2001	0000008799	POND & COMPANY	Overflow		WVF2WK	0.00
0000000322	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF2WK	104,884.80
0000000323	1/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF2WK	188,997.00
0000000324	1/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Overflow		WVF2WK	0.00
0000000325	1/22/2001	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		WVF2WK	95.50
0000000326	1/22/2001	0000045571	OSERVE COMMUNICATIONS	Paid		WVF2WK	13,971.25
0000000327	1/22/2001	0000034538	REDLINE COMMUNICATIONS INC	Paid		WVF2WK	30,602.35
0000000328	1/22/2001	0000034538	REDLINE COMMUNICATIONS INC	Overflow		WVF2WK	0.00
0000000329	1/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Paid		WVF2WK	107,703.92
0000000330	1/22/2001	0000019187	SCHULD INCORPORATED	Paid		WVF2WK	36,733.27
0000000331	1/22/2001	0000042763	SOLAR COMMUNICATIONS INTERNATIONAL I	Paid		WVF2WK	72,104.84
0000000332	1/22/2001	0000036924	SPECTRA SITE	Paid		WVF2WK	118,993.20
0000000333	1/22/2001	0000001337	SUNGLO TELECOM INC	Paid		WVF2WK	34,098.50

CONFIDENTIAL
3WC 0008211



Report ID WJCH16
Operator ID DNIDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account 42207

Page No 10
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000334	1/22/2001	0000001001	SURE POWER	Paid		WVF2WK	61 440 00
0000000335	1/22/2001	0000033626	TAYLOR COMMUNICATIONS	Paid		WVF2WK	50 742 16
0000000336	1/22/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVF2WK	19 757 00
0000000337	1/22/2001	0000001022	TESCO TECHNOLOGIES INC	Paid		WVF2WK	1 092 88
0000000338	1/22/2001	0000033579	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVF2WK	60 218 00
0000000339	1/22/2001	0000045020	TUSI CABLING SOLUTIONS INCORPORATED	Paid		WVF2WK	15 959 12
0000000340	1/22/2001	0000036714	ALLEGHENY BUILDERS INC	Paid		WVF2WK	163 105 80
0000000341	1/22/2001	0000036714	ALLEGHENY BUILDERS INC	Overflow		WVF2WK	0 00
0000000342	1/22/2001	0000047456	ALT ENTERPRISES INC	Paid		WVF2WK	73 145 38
0000000343	1/22/2001	0000039278	AMERWAVE TECHNOLOGIES	Paid		WVF2WK	6 725 00
0000000344	1/22/2001	0000042567	ATLANTIC COAST TOWERS INC	Paid		WVF2WK	4 665 00
0000000345	1/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	68 136 00
0000000346	1/22/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	12 964 93
0000000347	1/22/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF2WK	236 064 00
0000000348	1/22/2001	0000048672	CLARION REALTY SERVICES	Paid		WVF2WK	3 783 33
0000000349	1/22/2001	0000007057	CORT FURNITURE RENTAL HO	Paid		WVF2WK	52 749 71
0000000350	1/22/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		WVF2WK	2 000 00
0000000351	1/22/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		WVF2WK	22 962 00
0000000352	1/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	6 140 00
0000000353	1/22/2001	0000046526	EDD HELMS DATA COMM GROUP	Paid		WVF2WK	84 651 00
0000000354	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Paid		WVF2WK	131 653 70
0000000355	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000356	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000357	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000358	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000359	1/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVF2WK	0 00
0000000360	1/22/2001	0000043595	ENTREX COMMUNICATION SERVICES INC	Paid		WVF2WK	2 553 79
0000000361	1/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	25 006 00
0000000362	1/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	23 817 00
0000000363	1/22/2001	0000009620	FTV INC	Paid		WVF2WK	37 595 00
0000000364	1/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	4 677 00
0000000365	1/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	1 760 00
0000000366	1/22/2001	0000002661	IN HOUSE COMMUNICATIONS INC	Paid		WVF2WK	1 000 00
0000000367	1/22/2001	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		WVF2WK	79 385 00
0000000368	1/22/2001	0000045918	JULIUS KRAFT COMPANY INC	Paid		WVF2WK	7 428 27
0000000369	1/22/2001	0000001141	LEE TECHNOLOGIES INC	Paid		WVF2WK	67 459 00
0000000370	1/22/2001	0000047517	LEXENT SERVICES	Paid		WVF2WK	30 659 62

CONFIDENTIAL
3WC 0008212



Report ID WJ.GHIA
Operator ID DNIDOWIC
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 12/1/2000 To 1/25/2001
Bank Account 17201

Page No 11
Run Date 1/26/01
Run Time 10 32 41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000371	1/22/2001	0000002243	LINDERLAKE CORPORATION	Paid		WVFWK2	552.00
0000000372	1/22/2001	00000033206	MARCONI COMMUNICATIONS	Paid		WVFWK2	204 710 11
0000000373	1/22/2001	00000033206	MARCONI COMMUNICATIONS	Overflow		WVFWK2	0.00
0000000374	1/22/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVFWK2	75 577 00
0000000375	1/22/2001	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVFWK2	12 767 25
0000000376	1/22/2001	0000045395	NEC BUSINESS NETWORK SOLUTIONS	Paid		WVFWK2	12 561 40
0000000377	1/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVFWK2	65 490 00
0000000378	1/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVFWK2	262 700 94
0000000379	1/22/2001	0000002705	P-COM NETWORK SERVICES INC	Paid		WVFWK2	10 813 00
0000000380	1/22/2001	0000002705	P-COM NETWORK SERVICES INC	Paid		WVFWK2	102 436 00
0000000381	1/22/2001	0000002705	P-COM NETWORK SERVICES INC	Overflow		WVFWK2	0.00
0000000382	1/22/2001	0000002157	PACIFIC NATCOM INC	Paid		WVFWK2	23 692 00
0000000383	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVFWK2	310 080 44
0000000384	1/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Overflow		WVFWK2	0.00
0000000385	1/22/2001	0000003162	PPL CONSULTING	Paid		WVFWK2	4 000 00
0000000386	1/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVFWK2	236 411 00
0000000387	1/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Overflow		WVFWK2	0.00
0000000388	1/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Overflow		WVFWK2	0.00
0000000389	1/22/2001	0000005050	PROJECT INTERFACE CONNECTIONS	Paid		WVFWK2	95 50
0000000390	1/22/2001	0000004338	REDLINE COMMUNICATIONS INC	Paid		WVFWK2	39 455 03
0000000391	1/22/2001	0000004338	REDLINE COMMUNICATIONS INC	Overflow		WVFWK2	0.00
0000000392	1/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Paid		WVFWK2	49 005 67
0000000393	1/22/2001	0000003053	SPECIALIZED PRODUCTS COMPANY	Paid		WVFWK2	432 63
0000000394	1/22/2001	0000045247	SPECIALTY CONSTRUCTION INC	Paid		WVFWK2	142 070 90
0000000395	1/22/2001	0000034136	STRAITA INC	Paid		WVFWK2	151 563 35
0000000396	1/22/2001	0000034136	STRAITA INC	Overflow		WVFWK2	0.00
0000000397	1/22/2001	0000001337	SUNGLO TELECOM INC	Paid		WVFWK2	163 258 50
0000000398	1/22/2001	0000001337	SUNGLO TELECOM INC	Overflow		WVFWK2	0.00
0000000399	1/22/2001	0000001001	SURE POWER	Paid		WVFWK2	57 600 00
0000000400	1/22/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVFWK2	13 742 00
0000000401	1/22/2001	0000033579	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVFWK2	37 089 00
0000000402	1/22/2001	0000042567	ATLANTIC COAST TOWERS INC	Paid		QUICK6	10 775 00
0000000403	1/22/2001	0000000907	BAIRD SATELLITE	Paid		QUICK6	5 251 84
0000000404	1/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		QUICK6	47 867 45
0000000405	1/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		QUICK6	123 668 00
0000000406	1/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		QUICK6	98 952 00
0000000407	1/22/2001	0000046526	EDD HELMS DATA COMM GROUP	Paid		QUICK6	28 266 00

CONFIDENTIAL
3WC 0008213

PEOPLE		Check History Report		Page No 12
Report ID WL_khls	Operator ID DNIDCWIC	PeopleSoft Accounts Payable		Run Date 1/26/01
Run Control CHECK	Activity From 12/1/2000 To 1/23/2001	Bank Account V720P		Run Time 10:32:41 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000408	1/22/2001	0000002200	OSP CONSULTANTS INC	Paid		QUICK6	20 799 00
0000000409	1/22/2001	0000000002	P COM INC	Paid		QUICK6	2 258 628 32
0000000410	1/22/2001	0000000002	P COM INC	Paid		QUICK6	2 336 018 00
0000000411	1/22/2001	0000000048	TELLABS OPERATIONS	Paid		QUICK6	92 364 58
0000000412	1/22/2001	0000000937	SOLUNET INC	Paid		QUICK6	1 090 759 04
0000000413	1/23/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		QUICK7	106 770 00
0000000414	1/23/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		QUICK6	108 533 00

Total Amount 30 953 179 06

Leads Voids (754,13207)

30,199,047 86

CONFIDENTIAL
3WC 0008214

***** -COMM JOURNAL- ***** DATE JAN-26-2001 TIME 11 04 *****

MODE ** MEMORY TRANSMISSION

START-JAN-26 10 52 END-JAN-26 11 04

FILE NO -993

STN NO	COMM	ADDR NO	STATION NAME/TEL NO	PAGES	DURATION
001	OK	R	B1905623100	024 024	00 11 2"

-WINSTAR

***** - 2125844073- *****



Fax Cover Sheet

Date: January 26 2001
To: Genoveso Caviness
Fax #: 908-582-3103
From: Doreene Nidowicz
Phone #: 212-792-9069
RI Fax: 212-584-4073
of pages (including cover) 24

Message:

Attached, please find the draw request for 1/31/01

Please call me if you have any questions

Thanks
Doreene

CONFIDENTIAL
3WC 0008215

***** -COMM JOURNAL- ***** DATE JAN-26-2001 TIME 11 55 *****

MODE = MEMORY TRANSMISSION

START=JAN-26 11 49

END=JAN-26 11 55

FILE NO -998

STN NO	COMM	ASBR NO	STATION NAME/TEL NO	PAGES	DURATION
001	OK	*	019885823101	024/024	38 04 56

-WINSTAR

- 2125844073- *****



Fax Cover Sheet

Date January 26 2001
To Genoveso Caviness
Fax # 908-582-3103
From Doreene Nidowicz
Phone # 212-792 9069
RI Fax 212-584-4073

of pages (including cover) 24

Message:

Attached, please find the draw request for 1/31/01

Please call me if you have any questions.

Thanks
Doreene

CONFIDENTIAL
3WC 0008216



Fax Cover Sheet

Date January 26 2001
To Genoveso Caviness
Fax # 908-582-3103
From Doreene Nidowicz
Phone # 212-792-9069
RI Fax 212-584-4073

of pages (including cover) 24

Message

Attached, please find the draw request for 1/31/01

Please call me if you have any questions

Thanks
Doreene

CONFIDENTIAL
3WC 0008217

**ROA
TAB
489**



NOTICE OF REQUEST FOR BORROWING

To Lucent Technologies Inc as Administrative Agent

Reference is made to the Credit Agreement dated as of May 4 2000 among WVF LU2 LLC ("the Borrower") Winstar Communications Inc (Winstar) the lenders which are a party thereto The Bank of New York as Collateral Agent, and Lucent Technologies Inc as Administrative Agent (as amended from time to time the "Credit Agreement") Unless otherwise defined herein capitalized terms defined in the Credit Agreement and used herein shall have the same meaning ascribed to such terms in the Credit Agreement

Pursuant to Section 2.03 the Credit Agreement, the Borrower hereby gives the Administrative Agent written notice of request for a Borrowing according to the following instructions

I Total Amount of Borrowing

- a) Amount of Borrowing to be paid directly to Lucent for Lucent Invoices
- b) Amount of Borrowing to be paid directly to Lucent for Lucent Subsidiary Invoices
- c) Amount of Borrowing to be paid directly to Lucent for Lucent International Invoices
- d) Amount of Borrowing to be paid directly to Lucent for Lucent Arrangement Fees
- e) Amount of Borrowing to be paid directly to the Borrower Non Lucent Equipment

\$ 34 281 745 44

\$ 2 100 811 00

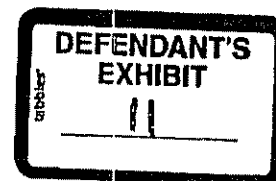
\$ 427 660 23

\$ 1 565 011 64

\$

\$ 29 898 261 67

BANK NAME	STATE STREET BANK & TRUST
	BOSTON MA
ABA NUMBER	011 000 028
ACCOUNT NAME	MERRILL GROUP
	CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO	WVF LU2, LLC
ACCOUNT NUMBER	3124772
AMOUNT	\$



BANK NAME	STATE STREET BANK & TRUST
	BOSTON MA
ABA NUMBER	011 000 028

CONFIDENTIAL
3WC 0008219

ACCOUNT NAME MERRILL GROUP
CREDIT MERRILL PREMIER FUND
FOR FURTHER CREDIT TO WVFLU2, LLC
ACCOUNT NUMBER 3324773
AMOUNT \$ 29,898,261.67

- 2 Effective Date of Borrowing February 28, 2001
- 3 Type of Borrowing _____ LIBOR X ABR
- 4 Interest Period Months _____ 1, _____ 2, _____ 3,
_____ 6 _____ 9 _____ 12
- 5 The Lucent invoices to be paid with the Borrowing are listed on Schedule A attached

The Borrower hereby certifies that all conditions for borrowing set forth in Section 4.03 the Credit Agreement have been satisfied or will be satisfied as of the date hereof and the date the borrowing is made.

Dated this 23 day of February 2001

WVFLU2, LLC

By 

Name: Frederic E. Rubin
VP, Treasurer

CONFIDENTIAL
3WC 0008220



NOTICE OF INTEREST ELECTION REQUEST

To Lucent Technologies Inc as Administrative Agent

This Interest Election Request (Interest Election Request) is delivered to you pursuant to the Credit Agreement dated as of May 4 2000 among WVF LU2 LLC (the Borrower), Winstar Communications Inc (Winstar) the lenders which are a party thereto The Bank of New York, as Collateral Agent, and Lucent Technologies Inc as Administrative Agent (as amended from time to time, the 'Credit Agreement') Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the same meanings as in this Notice

Pursuant to Section 2.05 of the Credit Agreement, this Interest Election Request represents the written request of Winstar to Lucent to convert the interest rate and period of an existing Borrowing according to the following instructions

- 1 Borrowing Request Number 3
- 2 Amount of Borrowing \$ 34,281,745.44
- 3 Original Date of Borrowing 2/28/01
- 4 Effective Date New Interest Period 3/02/01
- 5 Type of Interest ☒ LIBOR ☐ ABR
- 6 New Interest Period Months ☐ 1 ☐ 2 ☐ 3 ☒ 6

The undersigned hereby certifies that as of the date of such borrowing, all conditions contained in Section 4.02 Credit Agreement have been satisfied (or waived in accordance with Section 9.02)

Dated this 23rd day of February 2001

WVF LU2 LLC

By 

Name Fredenc E Rubin
VP, Treasurer

CONFIDENTIAL
3WC 0008221

Lucent Invoices Draw 2 for WVFLU2

2/23/01 10 36 AM

January 31 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
<u>DOMESTIC</u>		
PARENT	11107607	70 00
PARENT	21100718	43 717 20
PARENT	31100274	300 00
PARENT	31100496	70 00
PARENT	41100243	1 135 00
PARENT	41100368	370 00
PARENT	51100686	1 805 00
PARENT	61100174	35 00
PARENT	CR007237	17 089 00
PARENT	CR100072	24 943 96
PARENT	CR100196	12 102 00
PARENT	CR100240	2 636 80
PARENT	ER100222	80 033 57
PARENT	ER100523	1 776 68
PARENT	ER100626	1 542 46
PARENT	ER100644	10 894 93
PARENT	ER100645	21 202 25
PARENT	NR100225	7 340 86
PARENT	NR100490	17 881 84
PARENT	NR100644	8 342 00
PARENT	NR100671	5 007 00
PARENT	PR100114	43 767 86
PARENT	PR100164	1 570 481 47
PARENT	PR100192	70 912 31
PARENT	PR100201	10 591 54
PARENT	PR100243	5 942 31
PARENT	PR100349	31 045 00
PARENT	PR100481	34 294 00
PARENT	PR100482	15 148 00
PARENT	PR100519	4 919 00
PARENT	SR010196	23 220 50
PARENT	SR100226	11 279 00
PARENT	SR100317	1 301 28
PARENT	SR100340	11 064 24
PARENT	SR100347	8 071 03
PARENT	SR100606	70 874 00
PARENT	SR100861	32 994 35
PARENT	SR100981	7 729 00
PARENT	SR100982	12 627 00
PARENT	SU100274	80 265 00
PARENT	SU100944	11 695 94
PARENT	SU101067	388 06
PARENT	WR100122	8 462 30

Lucent Invoices - Draw 2 for WVF LU2

2/23/01 10:36 AM

January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
PARENT	WR100125	1 157 47
PARENT	WR100126	3 718 48
PARENT	WR100202	84 124 00
PARENT	WR100289	399 42
PARENT	WR100404	7 713 97
PARENT	WR100590	14 583 00
PARENT		(46,253 18) Marketing Credit
	<u>PARENT TOTAL</u>	<u>2,390 811 90</u>
AVAYA	0210154449	59 84
AVAYA	0210942712	35 20
AVAYA	0211092641	3 290 38
AVAYA	0211098782	5 732 57
AVAYA	0211101646	1 765 98
AVAYA	0211210146	51 20
AVAYA	0211296131	416 725 06
	<u>TOTAL AVAYA</u>	<u>427 660 23</u>
	TOTAL DOMESTIC	2 818 472 13

Lucent Invoices Draw 2 for WVF-LU2

2/23/01 10 36 AM

January 31, 2000

	<u>Invoice #</u>	<u>Invoice Amt</u>
<u>INTERNATIONAL</u>		
FRANCE	988298	1 563 00
FRANCE	987497	13 563 00
FRANCE	987507	12 831 00
FRANCE	988299	11 876 00
	<u>FRANCE TOTAL</u>	<u>39 833 00</u>
BELGIUM	981619	14 695 25
BELGIUM	979334	3 500 00
BELGIUM	986719	177 734 50
BELGIUM	987512	2 700 00
BELGIUM	987491	34 216 00
BELGIUM	988058	2 700 00
BELGIUM	988055	12 499 00
BELGIUM	988291	65 102 00
BELGIUM	988292	47 715 00
BELGIUM	988290	2 143 00
BELGIUM	988293	3 038 00
BELGIUM	988294	2,345 00
BELGIUM	988296	9 445 00
BELGIUM	988342	13 563 00
BELGIUM	989296	(14 695 25)
	<u>BELGIUM TOTAL</u>	<u>376 700 50</u>
NETHERLANDS	988375	4 521 00
NETHERLANDS	988484	40 689 00
NETHERLANDS	988440	47 047 00
NETHERLANDS	983710	18 190 00
NETHERLANDS	972473	40,672 00
NETHERLANDS	979157	11,339 00
NETHERLANDS	987523	2 700 00
NETHERLANDS	987913	12 800 00
NETHERLANDS	987728	3 636 00
NETHERLANDS	988081	7 152 00
NETHERLANDS	988212	43 435 00
NETHERLANDS	988353	6,202 00
NETHERLANDS	988415	9 408 00
NETHERLANDS	989295	(40 672 00)

Lucent Invoices - Draw 2 for WVF LU2

2/23/01 10 36 AM

January 31, 2000

	Invoice #	Invoice Amt
	<u>NETHERLANDS TOTAL</u>	<u>207 119 00</u>
UNITED KINGDOM	986362	6,267 00
UNITED KINGDOM	986361	600 00
UNITED KINGDOM	986825	14,064 00
UNITED KINGDOM	986812	9 672 00
UNITED KINGDOM	987580	71,724 00
UNITED KINGDOM	987570	13,319 25
UNITED KINGDOM	987488	16 146 00
UNITED KINGDOM	987486	28 608 00
UNITED KINGDOM	988084	53,277 00
UNITED KINGDOM	988334	311 808 29
UNITED KINGDOM	988676	1,541 00
UNITED KINGDOM	988420	2 668 00
UNITED KINGDOM	988418	11,367 00
UNITED KINGDOM	989297	(1 806 00)
UNITED KINGDOM	981591	1 806 00
	<u>UNITED KINGDOM TOTAL</u>	<u>541 061 54</u>
GERMANY	979362	21,385 00
GERMANY	987475	23,361 00
GERMANY	987504	89 817 00
GERMANY	987471	16 146 00
GERMANY	987482	43 656 00
GERMANY	987470	114 432 00
GERMANY	987789	(53,277 00)
GERMANY	987792	53,277 00
GERMANY	987730	9 408 00
GERMANY	988071	11 407 00
	<u>GERMANY TOTAL</u>	<u>329 612 00</u>
ARGENTINA	2s510179	5 482 50 Lucent USA
ARGENTINA	2s510180	4 868 50 Lucent USA
ARGENTINA	2s510181	150 60 Lucent USA
ARGENTINA	2s510182	1,204 00 Lucent USA
ARGENTINA	2s510183	45 750 00 Lucent USA
ARGENTINA	2s510184	4,200 00 Lucent USA
ARGENTINA	2s510185	9 030 00 Lucent USA
	<u>ARGENTINA TOTAL</u>	<u>70 685 60</u>

Lucent Invoices Draw 2 for WVF LUZ

2/23/01 10 36 AM

January 31 2000

Invoice #	Invoice Amt
INTERNATIONAL TOTAL	1 565 011 64



Report ID WJ_cshh
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001

Bank Account 112201

Page No 1
Run Date 2/23/01
Run Time 8 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000415	1/26/2001	0000000002	P COM INC	Void		OUTCK3	311 139 90
0000000416	1/26/2001	0000000002	P COM INC	Void		OUTCK3	290 250 00
0000000417	1/29/2001	0000000002	P COM INC	Paid		OUTCK4	2 831 154 00
0000000418	1/29/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		OUTCK4	42 160 00
0000000419	1/29/2001	0000000002	P COM INC	Paid		OUTCK3	2 336 018 00
0000000420	1/29/2001	0000000002	P COM INC	Paid		OUTCK3	2 258 628 32
0000000421	1/29/2001	0000000002	P COM INC	Paid		OUTCK3	290 250 00
0000000422	1/30/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		OUTCK3	21 356 00
0000000423	2/2/2001	0000002705	P COM NETWORK SERVICES INC	Paid		OUTCK4	86 556 82
0000000424	2/2/2001	0000002705	P COM NETWORK SERVICES INC	Paid		OUTCK3	97 448 00
0000000425	2/2/2001	0000002705	P COM NETWORK SERVICES INC	Paid		OUTCK3	41 575 20
0000000426	2/2/2001	0000049471	NICHOLSON GALLOWAY INC	Paid		OUTCK1	2 706 25
0000000427	2/5/2001	0000033441	ALPHA TELECOM SERVICES CO	Paid		WVF2WK	1 563 53
0000000428	2/5/2001	0000042567	ATLANTIC COAST TOWERS INC	Paid		WVF2WK	4 145 00
0000000429	2/5/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	81 017 16
0000000430	2/5/2001	0000042761	CB BREEN ASSOCIATES	Paid		WVF2WK	412 06
0000000431	2/5/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF2WK	1 997 90
0000000432	2/5/2001	0000043585	CERAGON NETWORKS INC	Overflow		WVF2WK	0 00
0000000433	2/5/2001	0000005415	CISCO SYSTEMS INC	Paid		WVF2WK	89 336 74
0000000434	2/5/2001	0000032486	CONTINENTAL RESOURCES	Paid		WVF2WK	7 266 61
0000000435	2/5/2001	0000041222	DATA GENERAL CORP	Paid		WVF2WK	15 394 93
0000000436	2/5/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	82 735 00
0000000437	2/5/2001	0000001002	DIGITAL MICROWAVE CORP	Paid		WVF2WK	39 472 00
0000000438	2/5/2001	0000048334	DYNAELECTRIC CO	Paid		WVF2WK	4 799 00
0000000439	2/5/2001	0000005550	FIDELITY ENGINEERING CORP	Paid		WVF2WK	75 090 00
0000000440	2/5/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	16 672 04
0000000441	2/5/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	395 11
0000000442	2/5/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		WVF2WK	395 222 38
0000000443	2/5/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000444	2/5/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000445	2/5/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVF2WK	0 00
0000000446	2/5/2001	0000045224	KRUEGER INTERNATIONAL	Paid		WVF2WK	35 722 86
0000000447	2/5/2001	0000018207	MDM WEST INC	Paid		WVF2WK	97 292 27
0000000448	2/5/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVF2WK	39 810 87
0000000449	2/5/2001	0000001339	MICROWAVE TOWER SERVICES INC	Paid		WVF2WK	25 747 16
0000000450	2/5/2001	0000001339	MICROWAVE TOWER SERVICES INC	Overflow		WVF2WK	0 00
0000000451	2/5/2001	0000033577	OPC COMMUNICATIONS	Paid		WVF2WK	1 130 00

CONFIDENTIAL
3WC 0008227



Report ID WL_cnhia
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001

Bank Account 449001

Page No 2
Run Date 2/23/01
Run Time 9 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000452	2/5/2001	0000000002	P COM INC	Paid		WVF2WK	26 460 00
0000000453	2/5/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	2 000 00
0000000454	2/5/2001	0000016232	PAGANNI ELECTRIC CORPORATION	Paid		WVF2WK	1 994 00
0000000455	2/5/2001	0000047321	ROBERT R ROSEN ASSOCIATES	Paid		WVF2WK	1 050 00
0000000456	2/5/2001	0000003743	SECURITY TECHNOLOGIES GROUP	Paid		WVF2WK	1 800 00
0000000457	2/5/2001	0000000937	SOLUNET INC	Paid		WVF2WK	485 150 28
0000000458	2/5/2001	0000001337	SUNGLIO TELECOM INC	Paid		WVF2WK	24 247 67
0000000459	2/5/2001	0000001001	SURE POWER	Paid		WVF2WK	3 840 00
0000000460	2/5/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVF2WK	3 500 00
0000000461	2/5/2001	0000004680	TTC	Paid		WVF2WK	75 332 10
0000000462	2/5/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		OUTCK1	17 553 00
0000000463	2/5/2001	0000049198	QUANTIFIED SYSTEMS INC	Paid		OUTCK1	174 000 00
0000000464	2/6/2001	0000004680	TTC	Paid		OUTCK1	408 844 25
0000000465	2/6/2001	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUTCK1	19 740 00
0000000466	2/6/2001	0000009443	ALLIED GROUP INC	Paid		OUTCK1	62 370 81
0000000467	2/9/2001	0000009443	ALLIED GROUP INC	Paid		OUTCK1	108 264 20
0000000468	2/14/2001	0000003345	CPI COMMUNICATION SERVICES INC	Paid		OUTCK5	29 049 00
0000000469	2/14/2001	0000034338	REDLINE COMMUNICATIONS INC	Paid		OUTCK5	93 429 66
0000000470	2/14/2001	0000046482	CABLE SYSTEM DESIGN	Paid		OUTCK5	80 239 28
0000000471	2/14/2001	0000003345	CPI COMMUNICATION SERVICES INC	Paid		OUTCK1	23 222 50
0000000472	2/14/2001	0000033151	ENERGY MANAGEMENT SYSTEMS	Paid		OUTCK1	65 585 00
0000000473	2/14/2001	0000044941	AMERICAN POWER CONVERSION	Paid		OUTCK1	95 400 00
0000000474	2/14/2001	0000000906	ANIXTER INC	Paid		WVF2WK	2 828 88
0000000475	2/14/2001	0000041246	BUILDERS GROUP	Paid		WVF2WK	225 247 50
0000000476	2/14/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	0 00
0000000477	2/14/2001	0000083607	CARTER & BURGESS INC	Paid		WVF2WK	1 693 92
0000000478	2/14/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF2WK	14 653 17
0000000479	2/14/2001	0000008145	COMMONWEALTH ELECTRIC	Paid		WVF2WK	415 73
0000000480	2/14/2001	0000032486	CONTINENTAL RESOURCES	Paid		WVF2WK	6 909 24
0000000481	2/14/2001	0000000487	CREATIVE DESIGN AND MACHINING INC	Paid		WVF2WK	727 27
0000000482	2/14/2001	0000041222	DATA GENERAL CORP	Paid		WVF2WK	13 029 80
0000000483	2/14/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	52 109 70
0000000484	2/14/2001	0000005550	FIDELITY ENGINEERING CORP	Paid		WVF2WK	12 800 00
0000000485	2/14/2001	0000045185	GIANNI ELECTRIC INC	Paid		WVF2WK	63 175 00
0000000486	2/14/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	81 70
0000000487	2/14/2001	0000032077	HELP SERVICE CO	Paid		WVF2WK	612 38
0000000488	2/14/2001			Paid		WVF2WK	77 610 00

CONFIDENTIAL
3WC 0008228



Report ID WJ_cnhie
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001
Bank Account VP201

Page No 3
Run Date 2/23/01
Run Time 8 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000489	2/14/2001	0000046289	HI TECH DATA FLOORS INC	Paid		WVF2WK	12 000 00
0000000490	2/14/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	40 860 37
0000000491	2/14/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVF2WK	3 450 00
0000000492	2/14/2001	0000004929	HOGANTEC INC	Paid		WVF2WK	18 500 00
0000000493	2/14/2001	0000001292	HUGH O KANE ELECTRIC CO LLC	Paid		WVF2WK	216 513 43
0000000494	2/14/2001	0000045918	JULIUS A RAFT COMPANY INC	Paid		WVF2WK	19 277 16
0000000495	2/14/2001	0000045224	KRUEGER INTERNATIONAL	Paid		WVF2WK	101 367 59
0000000496	2/14/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	107 708 65
0000000497	2/14/2001	0000001339	MICROWAVE TOWER SERVICES INC	Void		WVF2WK	155 00
0000000498	2/14/2001	0000045395	NEC BUSINESS NETWORK SOLUTIONS	Paid		WVF2WK	12 337 17
0000000499	2/14/2001	0000000002	P COM INC	Paid		WVF2WK	495 908 90
0000000500	2/14/2001	0000000002	P COM INC	Overflow		WVF2WK	0 00
0000000501	2/14/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	21 720 00
0000000502	2/14/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF2WK	1 303 48
0000000503	2/14/2001	0000034338	REDLINE COMMUNICATIONS INC	Paid		WVF2WK	341 00
0000000504	2/14/2001	0000017809	SIEMENS INFORMATION & COMM NETWORKS	Paid		WVF2WK	264 000 00
0000000505	2/14/2001	0000000937	SOLINET INC	Paid		WVF2WK	52 511 71
0000000506	2/14/2001	0000003053	SPECIALIZED PRODUCTS COMPANY	Paid		WVF2WK	13 269 99
0000000507	2/14/2001	0000034136	STRATA INC	Paid		WVF2WK	1 655 00
0000000508	2/14/2001	0000032216	SUPERIOR ELECTRICAL CONSTRUCTION	Paid		WVF2WK	4 271 00
0000000509	2/14/2001	0000048925	TELECOM NETWORK DESIGN & CABLING	Paid		WVF2WK	6 321 00
0000000510	2/14/2001	0000041964	TELECOM NETWORK DESIGN & CABLING	Paid		WVF2WK	20 487 79
0000000511	2/14/2001	0000011437	TOTAL UPGRADE SOLUTIONS INC	Paid		WVF2WK	9 868 50
0000000512	2/14/2001	0000004680	TTC	Paid		WVF2WK	140 977 72
0000000513	2/14/2001	0000018669	URBAN DATA SOLUTIONS LLC	Paid		WVF2WK	13 213 21
0000000514	2/15/2001	0000049728	KENNEDY WILSON PROPERTIES LTD	Paid		OUICK1	25 000 00
0000000515	2/15/2001	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK1	81 100 00
0000000516	2/15/2001	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		OUICK3	77 230 00
0000000517	2/15/2001	0000003605	STEEPLE CONSTRUCTION	Paid		OUICK1	45 550 00
0000000518	2/15/2001	0000004929	HOGANTEC INC	Paid		OUICK1	80 771 50
0000000519	2/20/2001	0000044810	ALRTITE CONTRACTORS INC	Paid		WVF2WK	18 158 00
0000000520	2/20/2001	0000039278	AMERIWAVE TECHNOLOGIES	Paid		WVF2WK	297 00
0000000521	2/20/2001	0000000914	ANICOM INC	Paid		WVF2WK	64 843 64
0000000522	2/20/2001	0000033368	AVCOM TECHNOLOGIES	Paid		WVF2WK	301 50
0000000523	2/20/2001	0000045032	C C C NETWORK SYSTEMS INC	Paid		WVF2WK	6 785 73
0000000524	2/20/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	40 569 00
0000000525	2/20/2001	0000043577	CBI TELECOMMUNICATIONS	Void		WVF2WK	41 620 36

CONFIDENTIAL
3WC 0008229



Report ID WJ_chnla
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001
Bank Account 44201

Page No 4
Run Date 2/23/01
Run Time 9 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000526	2/20/2001	0000001002	DIGITAL MICROWAVE CORP	Paid		WVF2WK	142 879 06
0000000527	2/20/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVF2WK	99 900 00
0000000528	2/20/2001	0000000093	GRAYBAR	Paid		WVF2WK	183 25
0000000529	2/20/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	20 233 69
0000000530	2/20/2001	0000032077	HELP SERVICE CO	Paid		WVF2WK	0 00
0000000531	2/20/2001	0000004929	HOGANTEC INC	Paid		WVF2WK	5 707 45
0000000532	2/20/2001	0000001292	HUGH O'LANE ELECTRIC CO LLC	Paid		WVF2WK	190 129 75
0000000533	2/20/2001	0000005630	HUGHES NETWORK SYSTEMS INC	Paid		WVF2WK	15 000 00
0000000534	2/20/2001	0000000001	IMCI TECHNOLOGIES	Paid		WVF2WK	563 12
0000000535	2/20/2001	0000040474	LAN TEL COMMUNICATIONS	Paid		WVF2WK	5 196 00
0000000536	2/20/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	63 695 78
0000000537	2/20/2001	0000042503	MASTEC TECHNOLOGIES	Paid		WVF2WK	231 250 26
0000000538	2/20/2001	0000031334	MASTEC WIRELESS SERVICES	Paid		WVF2WK	202 846 50
0000000539	2/20/2001	0000018707	MDM WEST INC	Paid		WVF2WK	7 432 02
0000000540	2/20/2001	0000000002	P COM INC	Paid		WVF2WK	30 723 00
0000000541	2/20/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	14 480 00
0000000542	2/20/2001	0000017809	SIEMENS INFORMATION & COMM NETWORKS	Paid		WVF2WK	54 656 88
0000000543	2/20/2001	0000034116	STRATA INC	Paid		WVF2WK	24 438 00
0000000544	2/20/2001	0000048925	TECHPOINT SOLUTIONS INC	Paid		WVF2WK	3 289 50
0000000545	2/20/2001	0000000048	TELLABS OPERATIONS	Paid		WVF2WK	34 256 00
0000000546	2/20/2001	0000045020	TUSI CABLING SOLUTIONS INCORPORATED	Paid		WVF2WK	18 822 22
0000000547	2/20/2001	0000008495	VOLT SERVICES GROUP	Paid		WVF2WK	8 402 00
0000000548	2/22/2001	0000043202	AGILENT TECHNOLOGIES	Paid		WVF2WK	55 228 35
0000000549	2/22/2001	0000041313	CACHE VALLEY ELECTRIC TELEDATA DIVISIC	Paid		WVF2WK	1 710 00
0000000550	2/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	189 484 55
0000000551	2/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Overflow		WVF2WK	0 00
0000000552	2/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	12 862 00
0000000553	2/22/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	43 726 97
0000000554	2/22/2001	0000043577	CBI TELECOMMUNICATIONS	Paid		WVF2WK	41 620 36
0000000555	2/22/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF2WK	70 380 00
0000000556	2/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVF2WK	8 534 00
0000000557	2/22/2001	0000001002	DIGITAL MICROWAVE CORP	Paid		WVF2WK	48 140 00
0000000558	2/22/2001	0000000934	DIMENSION ENTERPRISES INC	Paid		WVF2WK	159 895 00
0000000559	2/22/2001	0000000934	DIMENSION ENTERPRISES INC	Overflow		WVF2WK	0 00
0000000560	2/22/2001	0000000934	DIMENSION ENTERPRISES INC	Paid		WVF2WK	0 00
0000000561	2/22/2001	0000042009	EPLUS TECHNOLOGY INC	Paid		WVF2WK	29 723 22
0000000562	2/22/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVF2WK	19 481 07

CONFIDENTIAL
3WC 0008230



Report ID W_chhis
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001
Bank Account WFF2WK

Page No 5
Run Date 2/23/01
Run Time 9 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000563	2/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		WVF2WK	48 497 27
0000000564	2/22/2001	00000005630	HUGHES NETWORK SYSTEMS INC	Paid		WVF2WK	270 000 00
0000000565	2/22/2001	0000002661	IN HOUSE COMMUNICATIONS INC	Paid		WVF2WK	125 00
0000000566	2/22/2001	0000046585	INFRASTRUCTURE MANAGEMENT GROUP	Paid		WVF2WK	3 913 07
0000000567	2/22/2001	0000040474	LAN TEL COMMUNICATIONS	Paid		WVF2WK	21 244 07
0000000568	2/22/2001	0000047517	LEXENT SERVICES	Paid		WVF2WK	39 457 56
0000000569	2/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVF2WK	63 444 45
0000000570	2/22/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVF2WK	12 028 00
0000000571	2/22/2001	0000045395	NEC BUSINESS NETWORK SOLUTIONS	Paid		WVF2WK	22 541 95
0000000572	2/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVF2WK	47 104 00
0000000573	2/22/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVF2WK	4 791 00
0000000574	2/22/2001	0000002157	PACIFIC NATCOM INC	Paid		WVF2WK	11 846 00
0000000575	2/22/2001	0000008799	POND & COMPANY	Paid		WVF2WK	12 461 77
0000000576	2/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVF2WK	13 746 69
0000000577	2/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVF2WK	11 785 00
0000000578	2/22/2001	0000019187	SCHULD INCORPORATED	Paid		WVF2WK	17 642 20
0000000579	2/22/2001	0000000937	SOLUNET INC	Paid		WVF2WK	15 094 75
0000000580	2/22/2001	0000043263	STRATEGIC TENANT SERVICES	Paid		WVF2WK	5 251 43
0000000581	2/22/2001	0000001001	SURE POWER	Paid		WVF2WK	46 080 00
0000000582	2/22/2001	0000048925	TECHPOINT SOLUTIONS INC	Paid		WVF2WK	8 201 17
0000000583	2/22/2001	0000000048	TELLABS OPERATIONS	Paid		WVF2WK	146 832 00
0000000584	2/22/2001	0000048371	UNITED ELECTRIC COMPANY	Paid		WVF2WK	1 985 00
0000000585	2/22/2001	0000036801	WASATCH ELECTRIC	Paid		WVF2WK	40 105 00
0000000586	2/22/2001	0000000978	ADVANCED FIBRE COMMUNICATIONS	Paid		WVF2WK	5 054 284 62
0000000587	2/22/2001	00000000978	ADVANCED FIBRE COMMUNICATIONS	Overflow		WVF2WK	0 00
0000000588	2/22/2001	0000036714	ALLEGHENY BUILDERS INC	Paid		WVF2WK	107 368 90
0000000589	2/22/2001	0000036714	ALLEGHENY BUILDERS INC	Overflow		WVF2WK	0 00
0000000590	2/22/2001	0000033441	ALPHA TELECOM SERVICES CO	Paid		WVF2WK	2 500 00
0000000591	2/22/2001	0000039278	AMERIWAVE TECHNOLOGIES	Paid		WVF2WK	40 127 28
0000000592	2/22/2001	0000000906	ANIXTER INC	Paid		WVF2WK	29 527 69
0000000593	2/22/2001	0000040697	AZTEK TECH SERVICE	Paid		WVF2WK	5 624 55
0000000594	2/22/2001	0000000907	BAIRD SATELLITE	Paid		WVF2WK	3 938 88
0000000595	2/22/2001	0000041313	CACHE VALLEY ELECTRIC TELEDATA DIVISIC	Paid		WVF2WK	2 508 00
0000000596	2/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVF2WK	27 442 92
0000000597	2/22/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	20 572 51
0000000598	2/22/2001	0000003607	CARTER & BURGESS INC	Paid		WVF2WK	2 465 39
0000000599	2/22/2001	0000043585	CERAGON NETWORKS INC	Paid		WVF2WK	323 03

CONFIDENTIAL
3WC 0008231



Report ID WL_cahla
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001
Bank Account VF201

Page No 6
Run Date 2/23/01
Run Time 9 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000600	2/22/2001	0000047234	COMPUTER CABLES OF DALLAS LLC	Paid		WVFWK2	2 387 58
0000000601	2/22/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		WVFWK2	4 675 00
0000000602	2/22/2001	0000001002	DIGITAL MICROWAVE CORP	Paid		WVFWK2	15 850 00
0000000603	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Paid		WVFWK2	79 042 51
0000000604	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00
0000000605	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00
0000000606	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00
0000000607	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00
0000000608	2/22/2001	0000043595	ENTREX COMMUNICATION SERVICES INC	Overflow		WVFWK2	0 00
0000000609	2/22/2001	0000001302	GENSLER	Paid		WVFWK2	2 885 17
0000000610	2/22/2001	0000000093	GRAYBAR	Paid		WVFWK2	2 417 88
0000000611	2/22/2001	0000032077	HELP SERVICE CO	Paid		WVFWK2	6 647 90
0000000612	2/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVFWK2	87 766 00
0000000613	2/22/2001	0000046585	INFRASTRUCTURE MANAGEMENT GROUP	Paid		WVFWK2	4 125 00
0000000614	2/22/2001	0000019427	INTERIOR CONSTRUCTION SERVICES LTD	Paid		WVFWK2	6 737 35
0000000615	2/22/2001	0000039632	KLEINKNECHT ELECTRIC CO	Paid		WVFWK2	20 085 00
0000000616	2/22/2001	0000040474	LAN TEL COMMUNICATIONS	Paid		WVFWK2	11 400 00
0000000617	2/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVFWK2	26 910 86
0000000618	2/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVFWK2	18 202 60
0000000619	2/22/2001	0000048896	MARON ELECTRONIC SWITCHING SYSTEMS I	Paid		WVFWK2	68 939 69
0000000620	2/22/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVFWK2	2 733 91
0000000621	2/22/2001	0000002749	N J SULLIVAN CO INC	Paid		WVFWK2	34 868 00
0000000622	2/22/2001	0000016402	NATIONAL NETWORK TECHNOLOGIES INC	Paid		WVFWK2	20 320 80
0000000623	2/22/2001	0000016402	NATIONAL NETWORK TECHNOLOGIES INC	Overflow		WVFWK2	33 923 74
0000000624	2/22/2001	0000016817	NORTHCO CORPORATION	Paid		WVFWK2	0 00
0000000625	2/22/2001	0000033527	OPC COMMUNICATIONS	Paid		WVFWK2	87 400 00
0000000626	2/22/2001	0000047553	ORUS NETWORK SERVICE DIVISION	Paid		WVFWK2	617 50
0000000627	2/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVFWK2	28 434 91
0000000628	2/22/2001	0000000002	P COM INC	Paid		WVFWK2	46 060 00
0000000629	2/22/2001	0000002157	P COM NETWORK SERVICES INC	Paid		WVFWK2	189 840 00
0000000630	2/22/2001	0000002157	PACIFIC NATCOM INC	Paid		WVFWK2	47 804 00
0000000631	2/22/2001	0000008799	POND & COMPANY	Paid		WVFWK2	11 854 00
0000000632	2/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVFWK2	6 935 91
0000000633	2/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVFWK2	64 183 83
0000000634	2/22/2001	0000047521	QUALITY CONTROL SERVICES LLC	Paid		WVFWK2	65 945 52
0000000635	2/22/2001	0000034338	REDLINE COMMUNICATIONS INC	Paid		WVFWK2	2 300 00
0000000636	2/22/2001	0000016363	ROEDIGER CONSTRUCTION INC	Paid		WVFWK2	12 256 19
						WVFWK2	32 508 94

CONFIDENTIAL
3WC 0008232



Report ID WLethia
Operator ID PDESIMON
Run Control CHECKY

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001

Bank Account 44201

Page No 7
Run Date 2/23/01
Run Time 9 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000637	2/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Paid		WVFWK2	8 587 00
0000000638	2/22/2001	0000019187	SCHULD INCORPORATED	Paid		WVFWK2	42 560 48
0000000639	2/22/2001	0000003470	SIXTH & VIRGINIA PROPERTIES	Paid		WVFWK2	23 542 31
0000000640	2/22/2001	0000017447	SIXTH & VIRGINIA PROPERTIES	Paid		WVFWK2	12 527 01
0000000641	2/22/2001	0000048377	SOUTHWEST ENCLOSURES INC	Paid		WVFWK2	6 370 880 90
0000000642	2/22/2001	0000036924	SPECTRA SITE	Paid		WVFWK2	16 687 50
0000000643	2/22/2001	0000034136	STRATA INC	Paid		WVFWK2	1 804 11
0000000644	2/22/2001	0000040181	SUNGLO TELECOM	Paid		WVFWK2	1 249 00
0000000645	2/22/2001	0000001001	SURE POWER	Paid		WVFWK2	11 520 00
0000000646	2/22/2001	0000001001	SURE POWER	Paid		WVFWK2	161 280 00
0000000647	2/22/2001	0000001001	SURE POWER	Overflow		WVFWK2	0 00
0000000648	2/22/2001	0000048571	TECHPOINT SOLUTIONS INC	Paid		WVFWK2	6 901 50
0000000649	2/22/2001	0000048925	TECHPOINT SOLUTIONS INC	Paid		WVFWK2	8 286 25
0000000650	2/22/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVFWK2	36 670 00
0000000651	2/22/2001	0000044944	TELNET SYSTEMS INC	Paid		WVFWK2	256 16
0000000652	2/22/2001	0000036954	THE BOARD ROOM INC	Paid		WVFWK2	87 806 14
0000000653	2/22/2001	0000041228	URS GREINER WOODWARD CYCLE	Paid		WVFWK2	533 042 84
0000000654	2/22/2001	0000019834	ABUCK, INC	Paid		WVFWK2	87 142 50
0000000655	2/22/2001	0000000978	ADVANCED FIBRE COMMUNICATIONS	Paid		WVFWK2	2 679 386 92
0000000656	2/22/2001	0000036714	ALLEGHENY BUILDERS INC	Paid		WVFWK2	51 358 30
0000000657	2/22/2001	0000047456	ALT ENTERPRISES INC	Paid		WVFWK2	84 665 83
0000000658	2/22/2001	0000047456	ALT ENTERPRISES INC	Overflow		WVFWK2	0 00
0000000659	2/22/2001	0000047456	ALT ENTERPRISES INC	Paid		WVFWK2	0 00
0000000660	2/22/2001	0000039278	AMERIWAVE TECHNOLOGIES	Paid		WVFWK2	33 590 31
0000000661	2/22/2001	0000042567	ATLANTIC COAST TOWERS INC	Paid		WVFWK2	12 900 00
0000000662	2/22/2001	0000040697	AZTEK TECH SERVICE	Paid		WVFWK2	9 325 76
0000000663	2/22/2001	0000003301	B&K TELECOM	Paid		WVFWK2	1 431 00
0000000664	2/22/2001	0000000907	BAIRD SATELLITE	Paid		WVFWK2	7 877 76
0000000665	2/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		WVFWK2	64 605 00
0000000666	2/22/2001	0000002064	CHARLES TAYLOR COMMUNICATIONS INC	Paid		WVFWK2	11 009 03
0000000667	2/22/2001	0000045241	DC CONNECTIONS	Paid		WVFWK2	360 53
0000000668	2/22/2001	0000032917	DIGITAL COMMUNICATIONS GROUP INC	Paid		WVFWK2	67 350 00
0000000669	2/22/2001	0000038976	E M ENTERPRISES INC	Paid		WVFWK2	54 520 00
0000000670	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Paid		WVFWK2	66 753 72
0000000671	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00
0000000672	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00
0000000673	2/22/2001	0000002196	EE LINDEN ASSOCIATES INC	Overflow		WVFWK2	0 00

CONFIDENTIAL
3WC 0008233



Report ID WJ_cahis
Operator ID PDESIMON
Run Control CHECK

Check History Report
Peoplesoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001
Bank Account VFP201

Page No 8
Run Date 2/23/01
Run Time 9 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000674	2/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVFWK	397.89
0000000675	2/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVFWK	145.124.00
0000000676	2/22/2001	0000010917	FISK ELECTRIC COMPANY	Paid		WVFWK	2.761.02
0000000677	2/22/2001	0000010834	FREESTATE ELECTRIC COMPANY	Paid		WVFWK	32.256.00
0000000678	2/22/2001	0000009620	FTV INC	Paid		WVFWK	1.190.00
0000000679	2/22/2001	0000010690	GALLAGHER ELECTRIC AND ENGINEERING CT	Paid		WVFWK	1.505.26
0000000680	2/22/2001	0000048305	GEORGIA NETWORK CABLING	Paid		WVFWK	8.823.62
0000000681	2/22/2001	0000008606	GUILD TECHNOLOGIES	Paid		WVFWK	94.880.97
0000000682	2/22/2001	0000008606	GUILD TECHNOLOGIES	Overflow		WVFWK	0.00
0000000683	2/22/2001	0000046992	GUILD TECHNOLOGIES COLORADO LLC	Paid		WVFWK	35.171.71
0000000684	2/22/2001	0000032077	HELP SERVICE CO	Paid		WVFWK	1.981.00
0000000685	2/22/2001	0000011669	HIGGINS NETWORK SERVICES	Paid		WVFWK	3.500.00
0000000686	2/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Paid		WVFWK	539.163.27
0000000687	2/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVFWK	0.00
0000000688	2/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVFWK	0.00
0000000689	2/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVFWK	0.00
0000000690	2/22/2001	0000001292	HUGH OKANE ELECTRIC CO LLC	Overflow		WVFWK	0.00
0000000691	2/22/2001	0000000001	IMCI TECHNOLOGIES	Paid		WVFWK	3.727.58
0000000692	2/22/2001	0000046585	INFRASTRUCTURE MANAGEMENT GROUP	Paid		WVFWK	2.847.20
0000000693	2/22/2001	0000018197	INTEGRATED COMMUNICATIONS SERVICES	Paid		WVFWK	1.560.00
0000000694	2/22/2001	0000019427	INTERIOR CONSTRUCTION SERVICES LTD	Paid		WVFWK	5.881.43
0000000695	2/22/2001	0000040474	LAN TEL COMMUNICATIONS	Paid		WVFWK	5.975.40
0000000696	2/22/2001	0000047517	LEXENT SERVICES	Paid		WVFWK	4.1532.91
0000000697	2/22/2001	0000033206	MARCONI COMMUNICATIONS	Paid		WVFWK	36.176.90
0000000698	2/22/2001	0000002756	MICROWAVE DESIGNS INTERNATIONAL INC	Paid		WVFWK	45.623.00
0000000699	2/22/2001	0000002200	OSP CONSULTANTS INC	Paid		WVFWK	28.930.00
0000000700	2/22/2001	0000002705	P COM NETWORK SERVICES INC	Paid		WVFWK	85.398.00
0000000701	2/22/2001	0000002705	P COM NETWORK SERVICES INC	Overflow		WVFWK	0.00
0000000702	2/22/2001	0000003401	POWER AND TELEPHONE SUPPLY	Paid		WVFWK	71.151.00
0000000703	2/22/2001	0000005251	PRIME ELECTRIC COMPANY INC	Paid		WVFWK	110.547.00
0000000704	2/22/2001	0000045371	ROEDIGER CONSTRUCTION INC	Paid		WVFWK	45.672.00
0000000705	2/22/2001	0000016363	ROEDIGER CONSTRUCTION INC	Paid		WVFWK	6.227.32
0000000706	2/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Paid		WVFWK	73.694.15
0000000707	2/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Overflow		WVFWK	0.00
0000000708	2/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Overflow		WVFWK	0.00
0000000709	2/22/2001	0000003375	ROTMAN ELECTRICAL CO INC	Overflow		WVFWK	0.00
0000000710	2/22/2001	0000019187	SCHULD INCORPORATED	Paid		WVFWK	44.203.97

CONFIDENTIAL
3WC 0008234



Report ID WJ_chtls
Operator ID PDESIMON
Run Control CHECK

Check History Report
PeopleSoft Accounts Payable
Activity From 1/26/2001 To 2/22/2001

Bank Account VPSOF

Page No 9
Run Date 2/23/01
Run Time 8 21 13 AM

Check Number	Check Date	Vendor Number	Vendor Name	Payment Status	Replaced Date	Pay Cycle	Amount
0000000711	2/22/2001	0000000937	SOLUNET INC	Paid		WVFWK	17 039 50
0000000712	2/22/2001	0000003053	SPECIALIZED PRODUCTS COMPANY	Paid		WVFWK	41 937 05
0000000713	2/22/2001	0000036924	SPECTRA SITE	Paid		WVFWK	69 355 68
0000000714	2/22/2001	0000018480	STRATA COMMUNICATIONS	Paid		WVFWK	1 802 76
0000000715	2/22/2001	0000034136	STRATA INC	Paid		WVFWK	43 032 19
0000000716	2/22/2001	0000001337	SUNGLO TELECOM INC	Paid		WVFWK	39 192 38
0000000717	2/22/2001	0000033626	TAYLOR COMMUNICATIONS	Paid		WVFWK	14 862 73
0000000718	2/22/2001	0000048925	TECHPOINT SOLUTIONS INC	Paid		WVFWK	9 632 00
0000000719	2/22/2001	0000041006	TELECOM PROFESSIONAL SERVICES INC	Paid		WVFWK	48 902 00
0000000720	2/22/2001	0000033579	TRI TECH ELECTRIC CONTRACTORS INC	Paid		WVFWK	30 917 00
0000000721	2/22/2001	0000009441	VECA ELECTRIC CO INC	Paid		WVFWK	21 887 24
0000000722	2/22/2001	0000009441	VECA ELECTRIC CO INC	Paid		WVFWK	12 005 00
0000000723	2/22/2001	0000002705	P COM NETWORK SERVICES INC	Paid		OUICK4	9 730 00
0000000724	2/22/2001	0000005345	CPI COMMUNICATION SERVICES INC	Paid		OUICK4	6 380 00
0000000725	2/22/2001	0000006237	CAROL ELECTRIC COMPANY INC	Paid		OUICK5	50 734 52
0000000726	2/22/2001	0000000906	ANIXTER INC	Paid		OUICK5	28 163 40
0000000727	2/22/2001	0000008321	DP AIR CORPORATION	Paid		OUICK4	7 049 48

Total Amount 35 505 866 08

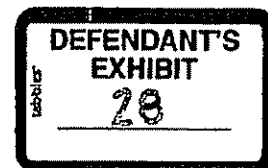
60000005 60000005 26
CEM 1222 WJCS 6990 1731 15
29,898 261 67

CONFIDENTIAL
3WC 0008235

**ROA
TAB
506**

SUPPLY AGREEMENT
BY AND BETWEEN
WINSTAR COMMUNICATIONS INC
AND
LUCENT TECHNOLOGIES INC

Effective as of October 21 1998



CONFIDENTIAL VC 0007084

TABLE OF CONTENTS

1	DEFINITIONS	1
1.1	Certain Definitions	1
1.2	Other Terms	6
2	SCOPE AND STRUCTURE	6
2.1	General	6
2.2	Other Entities	6
2.3	Strategic Relationship	7
2.4	Exitting Agreements	9
2.5	International Aspects	9
3	TERM	10
3.1	Initial Term and Extension	10
3.2	Interim Extension	10
4	PURCHASING AND ORDERING	10
4.1	Purchase Orders	10
4.2	Administrative Changes	12
4.3	Timing of Delivery	12
4.4	Cancellation and Rescheduling of Purchase Orders	13
4.5	Termination of Purchase Orders	15
5	SHIPPING AND DELIVERY	15
5.1	Incorrect Delivery	15
5.2	Purchase Order Tracking	15
5.3	Packaging	16
5.4	Labeling	16
5.5	Calibration and Testing	16
5.6	Shipping	16
5.7	Title and Risk of Loss	17
6	DELIVERY OF SERVICES	17
6.1	Transition/Ramp up of Lucent Service Capabilities	17
6.2	Use of Third Parties	17
6.3	Key Lucent Positions	18
6.4	Required Consents	19
6.5	Implementation Plans, Milestones and Milestone Dates	19
7	ACCEPTANCE TESTING AND FINAL ACCEPTANCE	19
7.1	Acceptance Testing and Cure	19
7.2	Acceptance	19
8	PERFORMANCE STANDARDS	20
8.1	General	20
8.2	Failure to Perform	20
8.3	Periodic Reviews	20
8.4	Measurement and Monitoring Tools	21
9	SOFTWARE LICENSES AND PROPRIETARY RIGHTS	21
9.1	Licenses	21
9.2	Proprietary Rights	22
9.3	Source Code Availability	23
10	WINSTAR RESPONSIBILITIES	24
10.1	Facilities and Resources	24
10.2	Savings Clause	24

11	CHARGES	24
11.1	General	24
11.2	Taxes	25
11.3	Financing	26
11.4	Incidental Expenses	27
12	INVOICING AND PAYMENT	28
12.1	Invoicing	28
12.2	Payment Due	29
12.3	Accountability	29
12.4	Proration	29
12.5	Set Off	29
12.6	Disputed Charges	29
12.7	Encumbrances	29
13	CONFIDENTIALITY	30
13.1	Confidential Information	30
13.2	Obligations	30
13.3	Exclusions	30
13.4	No Implied Rights	31
14	REPRESENTATIONS, WARRANTIES AND COVENANTS	31
14.1	Pass Through Warranties	31
14.2	Non-Infringement	32
14.3	Ownership or Use	32
14.4	Authorization	32
14.5	Inducements	32
14.6	Work Standards	32
14.7	Product Warranties	33
14.8	Discontinued Lucent Products	35
14.9	Compliance	35
14.10	Documentation	35
14.11	Viruses	35
14.12	Disabling Code	35
14.13	Integration Test	36
14.14	Year 2000	36
14.15	Disclaimer	37
15	TERMINATION	37
15.1	Termination for Cause	37
15.2	Termination by Lucent	37
15.3	Termination Option for Lucent's Failure to Provide Financing	38
15.4	Disengagement Assistance	38
16	LIABILITY	38
16.1	General Intent	38
16.2	Liability Restrictions	38
16.3	Force Majeure	39
17	INDEMNIFICATION	40
17.1	Indemnities by Lucent	40
17.2	Indemnities by Vistar	40
17.3	Infringement	41
17.4	Indemnification Procedures	41
18	DISPUTE RESOLUTION	42
18.1	Informal Dispute Resolution	42

18.2	Litigation	43
18.3	Continued Performance	43
18.4	Governing Law	44
19	INSURANCE REQUIREMENTS	44
20	GENERAL	44
20.1	Binding Nature and Assignment	44
20.2	Entire Agreement	45
20.3	Notices	45
20.4	Counterparts	46
20.5	Relationship of Parties	46
20.6	Severability	46
20.7	Consents and Approval	46
20.8	Waiver of Default	46
20.9	Cumulative Remedies	47
20.10	Survival	47
20.11	Public Disclosures	47
20.12	Service Marks	47
20.13	Third Party Beneficiaries	48
20.14	Amendment	48
20.15	Interpretation	48
20.16	Incorporation by Reference and Order of Precedence	49

LIST OF SCHEDULES AND EXHIBITS

Schedule A	Statement of Work
Exhibit A.1	Lucent Responsibility Matrix by Technology
Exhibit A.2	International
Exhibit A.3	WinStar/Lucent Market Deployment Responsibility Matrix
Exhibit A.4	Transition Plan
Exhibit A.5	Product Specification Principles
Exhibit A.6	Current Network Diagrams
Exhibit A.7	Future Network Diagrams
Schedule B	Performance Standards
Schedule C	Pricing
Exhibit C.1	Lucent Product Price List
Exhibit C.2	WinStar Product Discounts
Exhibit C.3	Reference Pricing
Exhibit C.4	Switch Pricing
Exhibit C.5	Pricing for Lucent Services
Exhibit C.6	Pricing for Interoperability Testing Lab
Exhibit C.7	Pricing for Optical Networking Technologies
Exhibit C.8	Pricing for International Services
Schedule D	Documentation and Specifications
Schedule E	Testing and Acceptance
Schedule F	Credit Agreement
Schedule G	International Consideration
Schedule H	Best of Breed
Schedule I	Warranty Periods
Schedule J	Key Lucent Positions
Schedule K	Lucent Indicia Use Guidelines

SUPPLY AGREEMENT

BY AND BETWEEN

WINSTAR COMMUNICATIONS, INC

AND

LUCENT TECHNOLOGIES INC

This Supply Agreement (the "Agreement") effective as of October 21, 1998 (the "Effective Date") is entered into by and between WINSTAR COMMUNICATIONS, INC., a Delaware corporation with offices located at 230 Park Avenue, New York, New York 10169 ("WinStar") and LUCENT TECHNOLOGIES INC., a Delaware corporation with offices located at 600 Mountain Avenue, Murray Hill, New Jersey 07974 ("Lucent"). As used in this Agreement, "Party" means either WinStar or Lucent as appropriate and "Parties" means WinStar and Lucent. The Parties agree that the following terms and conditions shall apply to the products and services to be provided by Lucent under this Agreement in consideration of certain payments to be made by WinStar.

1. DEFINITIONS

1.1. Certain Definitions

As used in this Agreement:

- (a) "Acceptance" has the meaning set forth in Section 7.2.
- (b) "Acceptance Criteria" mean the criteria used to determine whether a Deliverable is ready for Acceptance as set forth more fully in Schedule E. The Acceptance Criteria require, unless otherwise mutually agreed in writing, that the Deliverable:
 - (i) Meets or exceeds the Specifications applicable to such Deliverable as well as all applicable warranties;
 - (ii) Integrates in accordance with the approved Network design, architecture and technology;
 - (iii) Complies with applicable Documentation;
 - (iv) Complies with Applicable Standards; and
 - (v) Complies with all additional mutually agreed upon testing criteria and plans as may be developed and agreed upon by the Parties in accordance with the terms of this Agreement.
- (c) "Acceptance Test Period" for a Deliverable shall mean the applicable period specified in Schedule E. In the event an Acceptance Test Period for a particular Deliverable is not specified in Schedule E and is not otherwise mutually agreed

Supply Agreement

Confidential - WinStar/Lucent

CONFIDENTIAL WC 0007088

upon the Acceptance Test Period shall be thirty (30) days from either Lucent Certification if installed or implemented by Lucent or delivery of the Deliverable if not installed or implemented by Lucent

- (d) **Affiliate** means with respect to any entity any other entity Influencing Influenced by or under common Influence with such entity
- (e) **Agreement** has the meaning set forth in the preamble to this Agreement
- (f) **Applicable Standards** means (i) all industry standards (whether domestic or international) applicable to the Deliverable including NEBS (1 2 and 3) Underwriters Laboratory EIA/TIA Bellcore ANSI IEEE ATM Forum NFSC ITU T and NEC all as may be amended from time to time and (ii) all domestic and international federal state and local laws regulations ordinances codes and requirements applicable to the Deliverable all as may be amended from time to time
- (g) **Best of Breed** shall have the meaning set forth in Schedule H Best of Breed analyses shall be used for all Products and Services to be provided or implemented as part of the Network design and architecture
- (h) **City Specific Plan** means a plan that addresses the timing (including Milestones) network cost/budget functionality and scope of implementation (addition or augmentation) for a particular network design
- (i) **Contract Year** shall have the meaning set forth in Section 11.3(b)
- (j) **Credit Agreement** shall refer to that certain Credit Agreement dated as of October 21 1998 among WinStar Network Expansion LLC WinStar Communications Inc the Lenders party thereto State Street Bank and Trust Company as collateral agent and Lucent Technologies Inc as administrative agent A copy of the Credit Agreement is attached hereto as Schedule F
- (k) **Custom Product** shall mean a Product that requires engineering to WinStar's specific and unique requirements
- (l) **Customer Colocation** means the existence of WinStar customer equipment and associated software and peripherals interconnected with a WinStar network and located in WinStar's premises (whether owned leased or licensed by WinStar)
- (m) **Customer Virtual Colocation** means the existence of WinStar customer equipment and associated software and peripherals interconnected with a WinStar network and not located in WinStar's premises (whether owned leased or licensed by WinStar)
- (n) **Deliverable** means a Product or an end product of a Service delivered by Lucent pursuant to this Agreement and the applicable Schedules
- (o) **Developed Deliverable** has the meaning set forth in Section 9.2

Supply Agreement

Confidential - WinStar/Lucent

CONFIDENTIAL W/C 0007089

- (p) Documentation has the meaning set forth in Section 9 l(f)
- (q) Effective Date has the meaning set forth in the preamble to this Agreement
- (r) Equipment means the equipment hardware, firmware, cabling and embedded Software components that may be purchased or with respect to embedded Software licensed by WinStar from or through Lucent under this Agreement. As of the Effective Date, the categories of Equipment include the categories identified as such in Schedule C.
- (s) Extended Warranty Period has the meaning set forth in Section (ss)
- (t) Influence and its derivatives means (i) legal, beneficial or equitable ownership, directly or indirectly, of more than an Interest of outstanding capital stock (or other ownership interest, if not a corporation) of an entity ordinarily having voting rights or (ii) with respect to entities incorporated or principally operating in the United States, management or operational control over such entity.
- (u) Interest means thirty three and one third percent (33 1/3%) with respect to entities incorporated or principally operating in the United States and five percent (5%) with respect to all other entities.
- (v) Lucent has the meaning set forth in the preamble to this Agreement. With respect to the obligation to fulfill Purchase Orders, Lucent shall also include Lucent's distributors, provided, however, Lucent shall remain fully responsible for the performance of such distributors.
- (w) Lucent Certification shall mean Lucent's written certification to WinStar that (i) it has fully and successfully tested the Deliverable in accordance with the developed test plan (individually and as integrated into the Network), (ii) the Deliverable has met the Acceptance Criteria to Lucent's satisfaction and (iii) the Deliverable is available for WinStar's testing in accordance with the applicable test plan.
- (x) Lucent Product means any product created, sold through, distributed or branded by Lucent or its distributors and shall include those products identified in this Agreement and otherwise made commercially available by Lucent or its distributors.
- (y) Milestone has the meaning set forth in Section 6.5(a)
- (z) Milestone Date has the meaning set forth in Section 6.5(a)
- (aa) Network means the physical transport and application network layers of the communication infrastructure used by WinStar to connect to its domestic and foreign customers and central offices in a variety of combinations. The demarcation points of the Network shall be coincident with the WinStar customer demarcation points. It is anticipated that the Network will include

- domestic intra city networks inter city networks international networks and international intra city networks
- (bb) Network Architecture means the overall design and architecture specification for the Network including sizing and engineering requirements from which the Network Technology is developed
 - (cc) Network Element means any product or transport service necessary for the proper operation of the Network which will be set forth in the Network Technology
 - (dd) Network Technology means the Deliverable developed from the Network Architecture by Lucent for review and approval by WinStar all as set forth in Schedule A that identifies the Product and transport specifications for implementation as part of the City Specific Plans
 - (ee) Nonconformity has the meaning set forth in Schedule E
 - (ff) Out of Pocket Expenses means reasonable and actual out of pocket expenses incurred by a Party but not including that Party's overhead costs (or allocations thereof) administrative expenses or other mark ups
 - (gg) Party and Parties has the meaning set forth in the preamble to this Agreement
 - (hh) Product means Lucent Products and Third Party Products
 - (ii) Purchase Order has the meaning specified in Section 4.1(a)
 - (jj) Required Consents means such third party consents with regard to Third Party Products or other items as may be required for Lucent's provision of Services and Deliverables
 - (kk) Service means the services provided by Lucent pursuant to this Agreement and (i) described in any Purchase Order or (ii) not specifically described in a Purchase Order but implied by or required for the proper performance and provision of services included in a Purchase Order As of the Effective Date the Services that WinStar may purchase from Lucent include those services identified as such in Schedule A subject to the Transition Plan specified therein as well as those services described in Schedule G
 - (ll) Software means software including applicable documentation that may be licensed by WinStar from Lucent under this Agreement or that is developed by Lucent as a Deliverable pursuant to this Agreement
 - (mm) Source Code means both machine readable and human readable copies of software consisting of instructions to be executed upon a computer in the language used by its programmers (i.e. prior to compilation or assembly) in a form in which the program logic of the Software is deducible by a human being fully commented and including all related flow diagrams and all other

1.2 Other Terms

Other terms used in this Agreement are defined in the context in which they are used and have the meanings there indicated.

2 SCOPE AND STRUCTURE

2.1 General

- (a) This Agreement sets forth the general terms and conditions under which WinStar may purchase and receive Deliverables and Services from Lucent and financing the Network related Third Party Products and services purchased directly by WinStar.
- (b) This Agreement is being made and entered into with reference to the following:
 - (i) It is WinStar's objective to engage Lucent to design and implement a Best of Breed nationwide and global communications Network.
 - (ii) By entering into this Agreement WinStar and Lucent desire to leverage Lucent's core competencies in both products and services in designing and implementing the Best of Breed Network and
 - (iii) Lucent desire to provide such products and services and provide the requisite financing to enable WinStar and Lucent to achieve this mutual objective.
- (c) The Parties acknowledge that this Agreement does not grant to Lucent an exclusive privilege to sell or otherwise provide to WinStar any or all of the Deliverables or Services of the type described in this Agreement. WinStar may contract with other manufacturers and suppliers for the procurement of comparable equipment, software, systems, deliverables or services. Lucent is not restricted from selling the types of products or services that may be purchased and ordered by WinStar hereunder to other parties except as provided in Section 9.2.

2.2 Other Entities

- (a) As of the Effective Date, Lucent shall provide Deliverables and Services to WinStar and any WinStar Affiliates designated by WinStar from time to time in its sole discretion. For the purposes of this Agreement, Deliverables and Services provided to WinStar's Affiliates shall be deemed to be Deliverables and Services provided to WinStar, and WinStar's Affiliates shall be entitled to the rights of WinStar hereunder with respect to Deliverables and Services purchased by such Affiliates. Payment for Deliverables and Services to Affiliates either will be guaranteed by WinStar or may be conditioned upon the Affiliates' ability to pay.

- (b) Except as may be otherwise provided by the terms and conditions of the Credit Agreement, WinStar shall have the right to assign, transfer, sell, alienate, lease or sublicense Lucent Products to third parties in conjunction with (i) the disposal of such Products, (ii) Customer Colocations involving such Products, or (iii) Customer Virtual Colocations involving such Products, and pass through to such third parties the rights (and the applicable warranty exclusions) granted to WinStar under this Agreement that are applicable to such Lucent Products subject to the following:
- (i) Each third party shall agree in writing that its license for any Software to which Lucent maintains title under this Agreement is revocable by Lucent in the event such third party materially breaches the licensing restrictions imposed upon WinStar under this Agreement pursuant to Section 9.1.
 - (ii) Each such third party shall agree in writing to confidentiality terms and conditions substantially similar to those set forth in Article 13, and
 - (iii) With respect to rights granted to WinStar under Article 14 and passed through to such third parties, the Parties will agree upon a reasonable means of administering Lucent's fulfillment of its obligations with respect to such rights.

Where WinStar substantially complies with the obligations set forth above, WinStar shall have no liability to Lucent for any action or omission of such third parties except for providing Lucent reasonable assistance in bringing claims as against the third party for reasonable claims.

- (c) The Parties will proactively pursue entering into mutual value added reseller or similar relationships as business needs dictate. Such relationships may also include co-marketing activities where Lucent would also sell WinStar products in conjunction with Lucent products.

2.3 Strategic Relationship

- (a) **Best of Breed Commitment and Preferred Supplier Status.** The Parties agree that a critical component of the Parties' success in working together under this Agreement is sharing in the following objectives and commitments: (i) the Network and associated services will be Best of Breed, and (ii) subject to the Parties following the Best of Breed selection process set forth in Schedule H, Lucent will be WinStar's preferred supplier to the extent Best of Breed Network Elements exist from Lucent. Consistent with this mutual objective and commitment, Lucent understands that as part of the Best of Breed analysis and subsequent recommendation, some of the recommended Network Elements and services may consist of Third Party Products and services, even where Lucent has a competing product and service.
- (b) **Preferred Customer Status.** In consideration of WinStar's agreement to treat Lucent as a preferred supplier, Lucent agrees to treat WinStar as a preferred

Supply Agreement

Confidential - WinStar/Lucent

customer. This preferred customer status shall include providing WinStar with any preferential treatment that Lucent may provide to its other significant customers including expediting orders, providing access to new technologies, competitive pricing and discounts, invitations to Lucent run conferences, customer events and educational activities (including finance related educational events Lucent may provide) and potential business referrals. Nothing herein will require Lucent to violate any of its existing agreements.

- (c) **Lucent provided Roof Rights and Building Access.** If requested by WinStar, Lucent shall grant to WinStar at no cost, roof and interior space and conduit rights to buildings for which Lucent can obtain or has such rights pursuant to industry standard term. In addition, Lucent shall assist WinStar in obtaining such rights with respect to any other buildings leased or occupied by Lucent. Nothing herein shall obligate Lucent to violate any of its existing real property lease agreements. Within ninety (90) days of the Effective Date and semi-annually thereafter, Lucent shall provide WinStar with a written list of all addresses of current real estate properties owned, leased or otherwise occupied by Lucent.
- (d) **Mutual Marketing Support.** The Parties will provide reasonable marketing support to the each other in connection with the Network and associated business opportunities of each Party. This shall include WinStar's ability to use, subject to Section 20.12 and Schedule K, the Lucent name, logos and service marks (including use of the Bell Labs and Bell Laboratories names, logos and service marks in the same manner that Lucent uses such names, logos and service marks) in WinStar advertising and marketing materials. Lucent will credit to an account of WinStar on an annual basis one quarter of one percent of the total purchase price for Lucent Products and Services during the previous Contract Year. Said credit will be accrued by Lucent and utilized for co-branding and co-marketing activities related to promoting WinStar in the marketplace.
- (e) **Technology Summit.** Semiannually after the Effective Date and during the Term, the Parties shall meet to discuss their plans and objectives with respect to the development and deployment of new network related solutions. As part of such discussion: (i) WinStar shall share with Lucent its plans for potential future service offerings, potential market demand and anticipated product needs and (ii) Lucent shall share with WinStar its plans regarding product enhancements and evaluations as well as new products under development.
- (f) **Lucent Lab/Testing Facilities.** Lucent shall provide the testing and lab facilities as provided in Schedule A and Exhibit C.6.
- (g) **Demonstration Products.** From time to time and at WinStar's reasonable request, Lucent shall at no charge provide WinStar with limited quantities of Lucent Products not previously introduced to the market generally by Lucent for the purpose of WinStar's evaluation (or demonstration) for a trial period.

3 TERM

3.1 Initial Term and Extension

The term of this Agreement shall begin upon the Effective Date and shall continue for a period of five years unless terminated earlier or extended in accordance with this Agreement (the Term). Upon giving written notice to Lucent no less than thirty (30) days prior to the then existing expiration date of this Agreement, WinStar shall have the right to extend the Term of this Agreement for additional one (1) year periods on the terms and conditions then in effect provided however that Lucent reserves the right to renegotiate the pricing set forth in Schedule C of this Agreement subject to Section 3.2.

3.2 Interim Extension

In the event that WinStar provides notice to Lucent pursuant to Section 3.1 of its desire to extend the Term and Lucent exercises its right to renegotiate pricing as described in Section 3.1, the Term of this Agreement shall be deemed extended upon the terms and conditions then in effect (including with respect to the pricing set forth in Schedule C) for any period of time during which the Parties are renegotiating such pricing. In the event that such renegotiation terminates in an agreement between the Parties with respect to Schedule C pricing, the Term shall be extended pursuant to Section 3.1 and such agreement between the Parties will apply retroactively beginning upon the immediately prior expiration of the Term. In the event that such renegotiation terminates without an agreement between the Parties with respect to Schedule C pricing, this Agreement shall expire upon such termination of renegotiations.

4 PURCHASING AND ORDERING

4.1 Purchase Orders

- (a) All purchases of Deliverables or Services shall be made by means of orders (each a Purchase Order) issued by WinStar to Lucent from time to time pursuant to this Section unless otherwise expressly agreed by the Parties in writing. WinStar will not be liable to Lucent for any charges additional or otherwise for Deliverables or Services provided by Lucent unless set forth in a Purchase Order or otherwise mutually agreed upon by the Parties in writing.
- (b) Lucent agrees to provide and deliver and WinStar agrees to purchase
 - (i) Any Deliverable or Service listed in a Schedule hereto that is specified by WinStar in a Purchase Order that conforms to Subsection (e) of this Section and
 - (ii) Any other Deliverable or Service specified by WinStar in a Purchase Order that conforms to Subsection (e) of this Section and is accepted by Lucent.
- (c) With respect to any Purchase Order that is either consistent with (i) the requirements of a City Specific Plan or (ii) Lucent's ordering intervals set forth

in Schedule C for the Products identified therein or Lucent's standard ordering intervals for any other Products then Lucent shall be deemed to have accepted a Purchase Order immediately upon receipt of such Purchase Order. Otherwise Lucent shall be deemed to have accepted a Purchase Order on the tenth (10th) business day following receipt of such Purchase Order pursuant to Section 20.3 if Lucent has not notified WinStar in writing of its rejection of the Purchase Order pursuant to Section 20.3 prior to such time. In the event of a disaster declared by WinStar, Lucent will use commercially reasonable efforts to expedite the acceptance of any Purchase Orders that are submitted by WinStar as a means of mitigating the adverse effects to WinStar of such disaster, provided however that the terms and conditions of Section 4.3(c) shall not apply to such Purchase Order.

- (d) Estimates or forecasts furnished by WinStar to Lucent shall not constitute Purchase Orders or commitments for purchases.
- (e) Purchase Orders placed under this Agreement may be made by means of mail or fax pursuant to Section 20.3 or upon mutual agreement of the Parties, electronic data interchange. No Purchase Order or other ordering document which would otherwise modify or supplement this Agreement or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by either Party) are objected to and deemed material. Each Purchase Order shall contain, at a minimum, the following information:
 - (i) The date of the Purchase Order.
 - (ii) A written reference to this Agreement.
 - (iii) Any applicable discounts as set forth in Schedule C.
 - (iv) With regard to Products:
 - (1) The quantity and a brief written description of each Product ordered, including any applicable part, accessory or product number.
 - (2) The unit price of each Product ordered, calculated pursuant to this Agreement, as well as subtotals and Purchase Order totals for Products, and
 - (3) The required delivery date and place.
 - (v) With regard to other Deliverables or Services:
 - (1) The quantity and a brief written description of each Service ordered.
 - (2) The price of each Service ordered (e.g., applicable rates or fixed fees) calculated pursuant to this Agreement, as well as subtotals and Purchase Order totals for Services.

(3) In the case of a Deliverable the required delivery date and in the case of a Service the required performance date or dates and

(4) In the case of a Deliverable the required place of delivery and in the case of a Service the required place of performance

(f) With respect Third Party Products provided by Lucent pursuant to this Agreement Lucent shall

(i) Use commercially reasonable efforts to effect a formal original equipment manufacturer (OEM) or similar relationship with the third party sellers manufacturers lessors or licensors of such Third Party Products that is consistent with Lucent's then-current OEM policies and standards and

(ii) To the extent Lucent does not have an OEM or similar relationship with the third party sellers manufactures lessors or licensors of such Third Party Product (1) pass through to WinStar the benefits of any rights and remedies it has with respect to such Third Party Products to the extent that Lucent is able pursuant to any agreements between Lucent and the third party sellers manufacturers lessors or licensors of such Third Party Products and enforce such warranties and indemnities on behalf of WinStar as directed by WinStar and (2) use commercially reasonable efforts to obtain terms and conditions that are favorable to WinStar

4.2 Administrative Changes

Lucent will notify WinStar at least thirty (30) calendar days in advance of any administrative changes with respect to any Product set forth in Schedule A or previously provided by Lucent to WinStar such as changes in product part numbers or descriptions as well as newly compatible products or components

4.3 Timing of Delivery

(a) Delivery dates for Deliverables and Services shall be firm. Lucent will deliver Deliverables and Services strictly in accordance with the terms and conditions of this Agreement

(b) If Lucent discovers any potential delay that threatens the timely delivery or the full delivery of Deliverables or Services with respect to a Purchase Order Lucent shall immediately notify WinStar of such delay. If requested by WinStar Lucent shall provide a written plan for correction of such delay

(c) Subject to Sections 4.1(c), 10.2 and 16.3, if Lucent fails to deliver such Deliverable or Services in accordance with the scheduled delivery or performance date set forth in the corresponding Purchase Order then after five (5) business days following the scheduled delivery or performance date WinStar

- (ii) Verify that bills of lading match corresponding shipping invoices and
- (iii) Forward applicable bills of lading and shipping notices with items shipped
- (d) All shipments will be FOB destination unless otherwise agreed in writing by WinStar. WinStar will reimburse Lucent for actual reasonable freight and insurance costs on an Out of Pocket expenses basis provided however that upon reasonable request by WinStar Lucent substantiates such costs by providing WinStar with freight bills or other written documentation that adequately verifies such charges. Lucent will ship all items by means of a common carrier or carriers designated by WinStar.

5.7 Title and Risk of Loss

Risk of loss and title to any item shipped to WinStar will pass to WinStar upon delivery into the interior of the WinStar destination facility or as otherwise specified in writing by WinStar. WinStar will notify Lucent as soon as reasonably practicable of any claim with respect to loss which occurs while Lucent has the risk of loss and shall provide reasonable cooperation to facilitate the settlement of any claim.

6 DELIVERY OF SERVICES

6.1 Transition/Ramp up of Lucent Service Capabilities

- (a) Subject to the Transition Plan, Lucent shall perform the Services ordered by WinStar hereunder.
- (b) If Lucent fails to achieve the transition on or before the completion date as set forth in the Transition Plan for reasons other than the wrongful actions of WinStar, then Lucent shall pay WinStar for additional Out of Pocket Expenses incurred by WinStar as a result of such failure.

6.2 Use of Third Parties

- (a) Lucent shall not subcontract any of its obligations under this Agreement without WinStar's prior written consent, which shall not be unreasonably withheld. WinStar shall have the right to revoke its prior approval of a subcontractor and direct Lucent to replace such subcontractor if (i) the subcontractor's performance is deficient, (ii) there have been misrepresentations by or concerning the subcontractor, or (iii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes to the subcontractor's ownership, personnel, management, financial condition, or otherwise.
- (b) Lucent will remain responsible for obligations performed by its subcontractors to the same extent as if such obligations were performed by Lucent employees. Lucent shall be WinStar's sole point of contact regarding Deliverables and Services provided by such subcontractors, including with respect to payment. Lucent will not disclose Confidential Information of WinStar to a subcontractor.

Supply Agreement

Confidential - WinStar/Lucent

claim arising out of a form or return signed by a Party to this Agreement such Party shall have the right to elect to control the response to and settlement of the claim but the other Party shall have all rights to participate in the responses and settlements that are appropriate to its potential responsibilities or liabilities. If WinStar requests Lucent to challenge the imposition of any tax WinStar shall reimburse Lucent for the reasonable legal fees and expenses it incurs. WinStar shall be entitled to any tax refunds or rebates granted to the extent such refunds or rebates are of taxes that were paid by WinStar.

11.3 Financing

- (a) Lucent shall provide WinStar financing in accordance with the Credit Agreement and otherwise in accordance with the terms of this Agreement.
- (b) Lucent agrees to provide financing (subject to the terms and conditions set forth in the Credit Agreement) for all Lucent Products and Services purchased by WinStar under this Agreement plus up to \$2,600,000 per Contract Year for amounts drawn down for WinStar provided RF engineering (with any excess and any other WinStar provided products and services to be treated as Other Products and Services as defined below) (collectively the Lucent Content). Lucent also agrees to provide financing for non Lucent Products and services associated with the Network (Other Products and Services) subject to the following annual total financing percentage limitations set forth below. For purposes of this Subsection (b) the following definitions shall apply: (1) Contract Year shall refer to each year of the Term of this Agreement with the initial Contract Year commencing on the Effective Date; (2) Total Contract Year Draw Down shall refer to the total dollar amount drawn down by WinStar under the Credit Agreement during a Contract Year; and (3) Total Surcharge Amount for each Contract Year shall equal a total of US \$3,000,000.
 - (i) WinStar may use up to thirty five percent (35%) of the Total Contract Year Draw Down during the first Contract Year for Other Products and Services. During each of the second, third, fourth and fifth Contract Years (each a Subsequent Contract Year) WinStar may use up to thirty percent (30%) of the Total Contract Year Draw Down for Other Products and Services.
 - (ii) At the end of each Contract Year Lucent shall provide for WinStar's review and subject to WinStar's confirmation a reconciliation statement that specifies the percentage of the Total Contract Year Draw Down that was used for Lucent Content and for Other Products and Services and the amount of the Total Surcharge Amount that is due Lucent if any based upon the following:
 - (1) If the actual percentage for Other Products and Services is less or equal to thirty percent (30%) for the First Contract Year and less than or equal to twenty five percent (25%) during any Subsequent Contract Year as the case may be there will be no

portion of the Total Surcharge Amount due and payable by WinStar

- (2) Where the actual percentage for Other Products and Services exceeds thirty percent (30%) in the First Contract Year or exceeds twenty five percent (25%) in a Subsequent Contract Year as the case may be the portion of the Total Surcharge Amount due and payable by WinStar shall be an amount equal to six thousand dollars (U.S. \$6,000) per each one hundredth of a percentage (1/100%) in excess of thirty percent (30%) for the First Contract Year and twenty five percent (25%) in a Subsequent Contract Year but in each case no greater than the Total Surcharge Amount

- (c) Subject to the terms set forth in Subsection (b) above this Agreement and the Credit Agreement, Lucent shall provide financing and act as the paying agent for any such other invoices for non-Lucent Products and services (e.g. Third Party Product and third party and WinStar provided services) delivered to Lucent by WinStar. Lucent shall pay all such delivered invoices in accordance with the payment terms set forth on such invoice or as otherwise directed by WinStar.
- (d) Lucent shall continue to provide WinStar with financing for Deliverables and Services during the Disengagement Period as described in Section 15.4(a) subject to the terms set forth in Subsection (b) above.
- (e) Should WinStar acquire any significant interest in any company to which Lucent is currently providing financing pursuant to an independent contractual agreement, Lucent hereby consents and agrees at no cost to WinStar for such consent to continue to honor such contractual agreement if all the terms and conditions of such agreement other than change in ownership are met under WinStar's acquisition of such significant interest.

11.4 Incidental Expenses

- (a) Lucent acknowledges that except as provided in Subsection (b) of this Section, expenses that Lucent expects to incur in performing under this Agreement (including document reproduction and long distance telephone) are included in Lucent's charges under this Agreement. Accordingly, such Lucent expenses are not separately reimbursable by WinStar unless, on a case by case basis for unusual expenses, WinStar has agreed in advance and in writing to reimburse Lucent for the expense.
- (b) WinStar will reimburse Lucent for the verifiable travel and travel related Out of Pocket Expenses incurred by Lucent that are necessary to provide the Services to the extent that such Out of Pocket Expenses are consistent with WinStar's expense policies, provided that Lucent obtains WinStar's consent in advance of incurring any such expenses.

- (c) Attending regularly scheduled progress reviews with appropriate WinStar personnel to communicate project status and resolve issues in cooperation with WinStar

3.2 City Implementation Planning

- (a) WinStar will develop and provide to Lucent a roll out schedule that among other things indicates cities in which WinStar will commence offering services the scope of those services budget scope target markets (buildings to be targeted) and timeframes
- (b) Lucent will develop and submit City Specific Project Plans for WinStar's review and potential approval. Each such City Specific Project Plan will be based upon the corresponding city specific Network Architecture and Network Technology plans and will include specific disaster recovery and back out procedures. The City Specific Plans will schedule and detail each of the responsibilities set forth in the matrix in Exhibit A.3 as applicable to the particular city (i.e. for augmentation of existing cities only a subset will be applicable). Lucent will also take into account WinStar input regarding WinStar functions (e.g. site acquisition regulatory compliance numbering/dial plans ILEC facilities negotiation and build out of common space at the customer building). The City Specific Project Plans will be updated as responsibilities are completed and Network Elements are implemented so as to incorporate developing best practices Best of Breed solutions and issue resolution.

3.3 Transition Planning

- (a) Except as otherwise specified in Exhibit A.4 within forty five (45) days after the Effective Date Lucent will develop a transition plan with WinStar's input review and potential approval consistent with the matrices set forth in Exhibits A.1 and A.3 provided however Lucent will develop a transition plan with WinStar's input review and potential approval for Network Engineering/Traffic Engineering within fifteen (15) days of the Effective Date. This plan will address transfer of responsibility for network architecture and technology planning services program management testing and implementation. The transition plan will identify and schedule Lucent assumption of responsibility based upon the following prerequisites:
 - (i) Lucent core competency and Best of Breed decisions (e.g. Lucent RF engineering and radio and data products respectively)
 - (ii) Understanding (detail) of WinStar expectations
 - (iii) Lucent's evolving core competencies and
 - (iv) A joint (Lucent and WinStar) development of appropriate business processes to transition those responsibilities which will include a process for positive acknowledgement of responsibility transfer

- (b) The Parties intend that certain functions such as those that as of the Effective Date are performed by WinStar's Engineering and Network Construction & Deployment departments although not currently within Lucent's core competence will be assumed by Lucent during the Term.
- (c) Certain functions although necessary to the implementation of the Network will remain WinStar's responsibility. This includes site acquisition, regulatory compliance, numbering/dial plans, ILEC facilities negotiation, build out of common space at the customer building and management of business relationships with WinStar customers.
- (d) WinStar and Lucent agree to providing the required subject matter expertise, time and resources required to complete the transition plan on schedule.

4 Testing

4.1 Test Beds

- (a) **Test Facilities.** Lucent will develop and maintain test facilities to support the test and acceptance process necessary to drive the technical evaluation and selection set forth in this Section ("Test Facilities").
 - (i) The Test Facilities will include a functional replica of the Network environment including each Network Element to be implemented per the Network design. At no additional cost to WinStar, Lucent will provide WinStar with at least one of each Lucent Product purchased by WinStar for implementation into the Test Facilities. Title in all such Test Facilities Network Elements shall vest in WinStar and WinStar shall be entitled to continue to use such Elements in its Test Facilities following termination or expiration of the Agreement. The Test Facilities must be adequate to support the following types of network testing:
 - (1) End to end integration testing
 - (2) Network topology changes
 - (3) Integration testing of new/individual Network Elements within the existing Network (including Lucent Products and Third Party Products) and with the OSS/BSS
 - (4) Integration testing of WinStar customer CPE and network applications within the then current Network
 - (5) Performance, load and stress testing
 - (6) Trouble/taut isolation
 - (7) Year 2000 compliance testing and

**ROA
TAB
507**

Second Credit Agreement
See Lucent Appendix
Volume II

**ROA
TAB
510**

EXECUTION COPY

SECURITY AGREEMENT dated as of May 9 2000 between WVF-I LLC a Delaware limited liability company (the "Grantor"), and BANK OF NEW YORK, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties, as defined herein

Reference is made to the Credit Agreement dated as of May 4 2000 (as amended or modified from time to time the "Credit Agreement") among the Grantor as borrower thereunder any other borrowers thereunder from time to time party thereto Winstar Communications, Inc , the lenders party thereto, the Collateral Agent and Lucent Technologies Inc , as administrative agent The Grantor is a Borrower under the Credit Agreement The Lenders have agreed to extend credit to the Grantor and any other Borrowers pursuant to and subject to the terms and conditions specified in the Credit Agreement The obligations of the Lenders to extend credit under the Credit Agreement are conditioned upon among other things the execution and delivery by the Grantor of a security agreement in the form hereof to secure (a) the due and punctual payment by each Borrower of (i) the principal of and interest on the Loans when and as due, whether at maturity, by acceleration upon one or more dates set for prepayment or otherwise, and (ii) all other monetary obligations of each Borrower to the Secured Parties under the Credit Agreement, and (b) the due and punctual performance of all other obligations of each Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents (all the foregoing obligations being collectively called the "Obligations")

Accordingly the Grantor and the Collateral Agent hereby agree as follows

ARTICLE I

Definitions

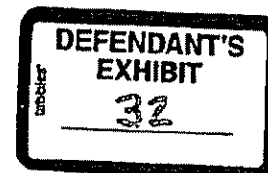
SECTION 1 01 Terms Defined in the Credit Agreement Terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement

SECTION 1 02 Definition of Certain Terms Used Herein As used herein, the following terms shall have the following meanings

[R]Corp 1060194 9 43059 05/05/2000 (0'p)

CONFIDENTIAL

LWI 00003847



"Collateral" shall mean all (a) Equipment, (b) General Intangibles (but excluding General Intangibles to the extent that an assignment thereof would violate a restriction on assignment contained therein), and (c) Proceeds

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing including tools parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, in each case that are now owned or hereafter acquired by the Grantor The term Equipment shall also include Fixtures

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired of the Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of the Grantor of every kind and nature now owned or hereafter acquired by the Grantor, including the Grantor's rights under the Supply Agreement and all intellectual property acquired by or granted to the Grantor pursuant to the Supply Agreement

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement

"Proceeds" shall mean any consideration received from the sale exchange, license, lease or other disposition of an asset which constitutes Collateral including any payment received from any insurer or other Person as a result of the destruction loss, theft, damage or other involuntary conversion of whatever nature of any asset which constitutes Collateral, and shall include any and all other amounts from time to time paid or payable under or in connection with any of the Collateral

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent and the Collateral Agent, in their capacities as such under each Loan Document and (c) the successors and assigns of the foregoing

"Security Interest" shall have the meaning assigned to such term in Section 2.01

[UTCorp;1060111 9 4305B 05/05/ 000 4 07p]

CONFIDENTIAL

LWI 00003848

SECTION 1 03 Rules of Interpretation The rules of interpretation specified in Section 1 03 of the Credit Agreement shall be applicable to this Agreement

ARTICLE II

Security Interest

SECTION 2 01 Security Interest As security for the payment or performance as the case may be, in full of the Obligations, the Grantor hereby bargains, sells, conveys assigns sets over, mortgages pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns for the benefit of the Secured Parties and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the Grantor's right title and interest in, to and under the Collateral (the "Security Interest") Without limiting the foregoing the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings, but only to the extent such fixture filings are required pursuant to Section 5 14(c) of the Credit Agreement (the "Fixture Filings")), continuation statements or other documents for the purpose of perfecting confirming continuing, enforcing or protecting the Security Interest granted by the Grantor without the signature of the Grantor and naming the Grantor as debtor and the Collateral Agent as secured party

SECTION 2 02 No Assumption of Liability The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify any obligation or liability of the Grantor with respect to or arising out of any of the Collateral

ARTICLE III

Representations and Warranties

The Grantor represents and warrants to the Collateral Agent and the Secured Parties that

SECTION 3 01 Title and Authority The Grantor has good and valid rights in and title to the Collateral and has full power and authority to grant to the Collateral Agent the Security Interest in the Collateral pursuant hereto and to execute deliver and perform its obligations in accordance with the terms of this Agreement, without the

[NYCorp;106019; 9 4305B 05/05/2000 4 07p]

CONFIDENTIAL

LWI 00003849